

## MANUFACTURERS HANOVER LEASING CORPORATION

RECORDATION NO. .... Filed &amp; Recorded

RECORDATION NO. .... Filed & Recorded  
350 Park Avenue  
New York, New York 10022

APR 23 1975 - 3:55 PM

Filed &amp; Recorded

APR 23 1975 - 3:55 PM

EQUIPMENT LEASE

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Lease No. \_\_\_\_\_

LESSOR: MANUFACTURERS HANOVER LEASING CORPORATION ("Lessor")

LESSEE: DUKE POWER COMPANY ("Lessee")

ADDRESS: 422 South Church Street, Charlotte, North Carolina 28242

1. LEASE. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the items of personal property listed and described in Exhibit A which is annexed hereto and made a part hereof (the "Equipment"). This Agreement constitutes an agreement of lease, and nothing herein contained shall be construed as conveying to Lessee any right, title, or interest in the Equipment except as set forth herein.

2. TERM; RETURN. The term of lease of the Equipment hereunder shall commence on the date the Equipment is delivered to Lessee (the "Commencement Date") and, unless earlier terminated pursuant to the provisions hereof, shall expire 84 (eighty-four) months from the Commencement Date. The commencement of said term of lease shall be evidenced by Lessee's execution and delivery to Lessor of a certificate of delivery and acceptance (a "Delivery Certificate") in the form prescribed by Lessor, which shall constitute a part of this Agreement to the same extent as if the provisions thereof were set forth in full herein. Except as provided in Section 17, if any item of Equipment shall cease to be subject to this Agreement, Lessee shall, at its expense, return such item of Equipment to Lessor at such location in the United States as Lessor may designate, in the condition required to be maintained by Section 13 hereof; provided, however, that if any item of Equipment is returned to the Lessor after the expiration of the term of lease therefor and if Lessee is not in default under any of the provisions of this Agreement, Lessee's obligation to return such item of Equipment, at its expense, Lessor shall be limited to returning said item to a location in North Carolina or South Carolina as designated by the Lessor.

3. RENT. Lessee shall pay to Lessor (at Lessor's office specified above or as Lessor may otherwise designate in writing) rent for the Equipment. Lessee shall pay Lessor an initial advance rent payment of \$57,831.72 on the date of this Agreement and shall pay rent thereafter in 84 (eighty-four) consecutive monthly installments on the tenth day of each month commencing June 10, 1975, to and including May 10, 1982, (each date on which a monthly installment of rent is payable being herein called a "Rent Payment Date"). The amount of rent to be paid on any Rent Payment Date, except the final Rent Payment Date, shall be determined in accordance with Formula I.

Formula I:

$$\text{Rent} = \frac{A}{84} + (\text{RV})(\text{RPP})(\text{Rate})$$

As used in Formula I, the symbols "Rent<sub>x</sub>," "A," "RV," "RPP," and "Rate" shall have the following meanings:

"Rent" shall mean the rent payable on the Rent Payment Date under consideration;

"A" shall mean the remainder resulting from the subtraction of (a) the appraised cost, as set forth in "Exhibit A" hereto, of the items of Equipment for which Lessee shall have paid the Stipulated Loss Value to Lessor in accordance with Section 17 hereof from (b) the total appraised cost, as set forth in "Exhibit A" hereto, of all the Equipment;

"RV" shall mean the product resulting from the multiplication of "A" by the Rental Value Percentage specified opposite the Rent Payment Date under consideration in Schedule A annexed hereto;

"RPP" shall mean the percentage resulting from the division of the number of days between the preceding Rent Payment Date and the present Rent Payment Date (or in the case of the first monthly installment payment, the number of days between May 10, 1975, and the first Rent Payment Date) by three hundred and sixty-five (365); and

"Rate" shall mean the sum of (a) ninety-five hundredths of one percent (.95%) plus (b) the commercial loan rate of Manufacturers Hanover & Trust Co. ("Bank") from time to time in effect on unsecured borrowings having a 90-day maturity by Bank's most responsible and substantial corporate borrowers, which commercial loan rate (for the purpose of any given calculation of rent payable on a Rent Payment Date) shall be determined at the close of business on the fifteenth (15th) day of the month preceding each Rent Payment Date under consideration.

The amount of rent to be paid on the final Rent Payment Date, May 10, 1982, shall be determined in accordance with Formula II.

Formula II:

$$\text{Rent}_Y = \frac{A}{84} + (\text{RV})(\text{RPP})(\text{Rate}) + (A)(.10)$$

The symbols "A," "RV," "RPP," and "Rate" shall have the same

meaning in Formula II as set forth above for Formula I. As used in Formula II, the symbol "Rent" shall mean the rent payable on the final Rent Payment Date.

Lessee shall also pay to Lessor on demand interest, at the rate of ten (10) percent per annum or the highest rate permitted by law, whichever is less, on any installment of rent and on any other amount owing hereunder, which is not paid when due for any period during which the same shall be overdue.

**4. DISCLAIMER.** LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER. Lessee confirms that it has selected the Equipment on the basis of its own judgment and expressly disclaims reliance upon any statements, representations or warranties made by Lessor. Lessor shall not be liable to Lessee for any matter relating to the ordering, manufacture, purchase, delivery, assembly, installation, testing, operation, or servicing of the Equipment or for any claim, loss, damage, or expense of any kind caused by the Equipment.

**5. EQUIPMENT TO REMAIN PERSONAL PROPERTY; IDENTIFICATION; INSPECTION.** Lessee represents that the Equipment shall be and at all times remain separately identifiable personal property. Lessee shall, at its expense, take such action as may be necessary to prevent any third party from acquiring any right to or interest in the Equipment by virtue of the Equipment being deemed to be real property or a part of other personal property. If requested by Lessor, Lessee shall attach to and maintain on the Equipment a conspicuous plate or marking disclosing Lessor's interest therein. Lessor or its representatives may, at reasonable times and upon reasonable notice, inspect the Equipment.

**6. TAXES.** Lessee shall (a) to the extent permitted by law or regulation, prepare and file all returns and reports pertaining to license fees, assessments, and sales, use, property, excise and

other taxes and charges (other than those taxes and charges on or measured by Lessor's net income) now or hereafter imposed by any governmental body with respect to (i) the Equipment or the possession, ownership, use, or operation thereof or (ii) this Agreement or the consummation of the transactions herein contemplated; (b) to the extent permitted by law or regulation, make payment of all amounts due with respect to the items set forth in Section 6(a) hereof; (c) notify Lessor in all cases in which applicable law or regulation does not permit the Lessee to take the action referred to in Section 6(a) and (b) hereof; and (d) indemnify and hold Lessor harmless against all claims, costs, expenses, penalties, and damages which are either referred to in Section 6(a) and 6(b) hereof or are caused by Lessee's act or failure to act in accordance with the provisions of this Section.

7. INDEMNITY. Lessee assumes liability for, and hereby agrees to fully indemnify, protect, save, and keep harmless, Lessor, its agents, employees, officers, directors, successors, and assigns from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses, including legal expenses, of whatsoever kind and nature (other than taxes on or measured by Lessor's net income), imposed on, incurred by, or asserted against Lessor, its agents, employees, officers, directors, successors, and assigns in any way relating to or arising out of the ownership, possession, use, selection, delivery, leasing operation, maintenance, manufacture, assembly, installation, return or condition of the Equipment, or any failure on the part of Lessee to perform or comply with any of the terms of this Agreement. The assumptions of liability and indemnities contained in this Section will continue in full force and effect notwithstanding the expiration or earlier termination of this Agreement.

8. INSURANCE. Lessee shall maintain at all times on the Equipment, at its expense, fire, extended coverage, vandalism and malicious mischief insurance, property damage liability, and bodily injury insurance as follows: (a) the amount of fire, extended coverage, vandalism, and malicious mischief insurance shall not on any date be less than the Stipulated Loss Value of the Equipment as of such date with a maximum deductible amount of Seven Hundred and Fifty Thousand Dollars (\$750,000); provided, however, that a separate insurance policy for fire, extended coverage, vandalism, and malicious mischief may be maintained by Lessee on Equipment located at Oconee Nuclear Station, Oconee, South Carolina, in the amount set forth above with a maximum deductible of One Million Dollars (\$1,000,000); (b) the amount of property damage liability insurance shall not on any date be less than Five Million Dollars (\$5,000,000) per occurrence with a maximum deductible amount of Two Million Dollars (\$2,000,000); and (c) the amount of bodily injury liability insurance shall not on any date be less than Forty Million Dollars (\$40,000,000) per occurrence with a maximum deductible amount of Two Million Dollars (\$2,000,000). Each insurance policy (x) shall name Lessor as an additional insured and as loss payee, (y) shall contain a clause requiring the insurer to give to Lessor at least ten (10) days' prior written notice of any alteration in or cancellation of the terms of such policy; and (z) shall be with the insurers specified in Schedule B opposite such insurance policy or such other insurer as shall be satisfactory to Lessor. At Lessor's option, Lessee shall furnish at such times as Lessor may reasonably request to Lessor a certificate or other evidence satisfactory to Lessor that the coverage required to be maintained by Lessee is in effect (without limiting the above, Lessee agrees that a request of once a month shall not be considered unreasonable); provided, however, that Lessor shall be under no duty to ascertain as to the existence or adequacy of such insurance. Lessee's carriage of the above-required insurance policies shall not relieve Lessee from its liability under Section 7 hereof; provided, however, that any sum recovered by Lessor from such insurance as a result of loss, injury, or damage of, or caused by, the Equipment shall be deducted from the amount required to be paid to Lessor by Lessee under the provisions of Section 7 hereof because of such loss, injury, or damage.

9. NON-CANCELABLE AGREEMENT; LESSEE'S OBLIGATIONS UNCONDITIONAL.

This Agreement cannot be cancelled or terminated except as expressly provided herein. Lessee hereby agrees that its obligation to pay all rent and other amounts payable hereunder and to perform its duties with respect hereto shall be absolute and unconditional under any and all circumstances, including, without limitation, the following: (i) any setoff, counterclaim, recoupment, defense (other than Lessee's good faith defense to Lessor's demand for rent payment that said rent payment had been previously paid to Lessor by Lessee), or other right which Lessee may have against Lessor, the manufacturer or supplier of any Equipment, or anyone else for any reason whatsoever; (ii) any defect in the condition, design, title, operation or fitness for use, or any damage to, or loss of any Equipment; (iii) any insolvency, bankruptcy, reorganization, or similar proceedings by or against Lessee; or (iv) any other event or circumstances whatsoever, whether or not similar to any of the foregoing. Each rent or other payment made by Lessee hereunder shall be final and Lessee will not seek to recover all or any part of such payment from Lessor for any reason whatsoever; provided, however, that, if no Event of Default has occurred, Lessee shall have the right to seek to recover an overpayment of rent resulting from a clerical error.

10. REPRESENTATIONS AND WARRANTIES. Lessee represents and warrants to Lessor that (a) Lessee is a corporation duly organized and validly existing in good standing under the laws of the State of North Carolina and is duly qualified to do business as a valid corporation and is in good standing in all other states and jurisdictions, if any, wherein the conduct of its business or the ownership of its property requires such qualification; (b) Lessee has full power, authority, and legal right to enter into and perform this Agreement; (c) the execution, delivery, and performance of this Agreement have been authorized by all necessary corporate action, do not require the approval or consent of any trustee, regulatory authority, governmental agency or the holders of any indebtedness or obligations

of Lessee, except the North Carolina Utilities Commission and The Public Service Commission of South Carolina, and will not violate any law, governmental rule, regulation, or order binding upon Lessee or any provision of any indenture, mortgage, contract or other agreement to which Lessee is a party or by which it is bound; (d) there are no pending or (to the knowledge of Lessee) threatened investigations, actions, or proceedings before or by any court or administrative agency, which if adversely determined would materially affect the conditions, business, or operation of Lessee except as disclosed in the prospectus of Lessee, dated February 11, 1975, relating to \$100,000,000 principal amount First and Refunding Mortgage Bonds, 9½ Series Due 2005, or which seek to question or set aside any of the transactions contemplated by this Agreement; (e) all appropriate Uniform Commercial Code Financing Statements (Form UCC-1), in form and substance satisfactory to Lessor, required to perfect the security interest of the Lessor created by this Agreement in the Equipment (except Vehicles as hereinafter defined), have been filed prior to the date of this Agreement; (f) all items of Equipment which are vehicles requiring a certificate of title under either the Code of Laws of South Carolina or the General Statutes of North Carolina ("Vehicles") have been titled in accordance with the laws of the appropriate state; (g) Lessor's security interest in the items of Equipment which are Vehicles shall be perfected within ten (10) days of the date of this Agreement, in accordance with the laws of the state in which said items are titled, and the appropriate state official shall be directed by Lessee to mail to Lessor the certificates of title reflecting Lessor's interest in such items of Equipment; (h) all additional filings and other actions have been made or taken by Lessee to insure, preserve, and protect the Lessor's interest in the Equipment; (i) on the date of this Agreement, Lessor shall have a valid, perfected, and enforceable (except as limited by all applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors or lessors generally and general equitable principles which may limit the right to obtain the remedy of specific performance of obligations hereunder) first priority security interest in each and every item of Equipment, except the Vehicles, subject only to those liens permitted in Section 15 hereof; and (j) within ten (10) days of the execution of this Agreement,

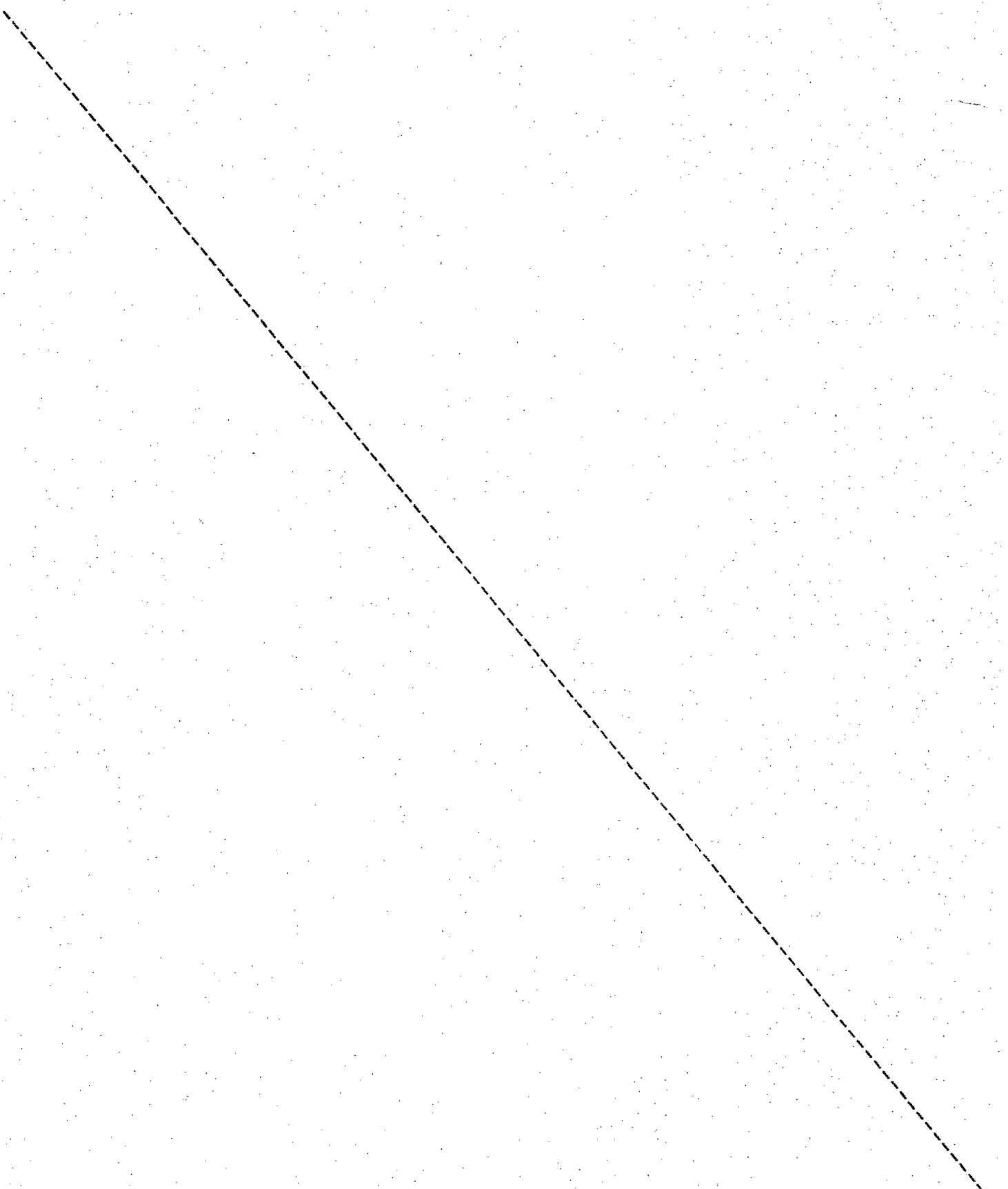
Lessor shall have a valid, perfected, and enforceable (except as limited by all applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors or lessors generally and general equitable principles which may limit the right to obtain the remedy of specific performance of obligations hereunder) first security interest as of the date of this Agreement on each and every Vehicle subject only to those liens permitted in Section 15 hereof.

11. LOCATION. The Equipment may not be removed from the location specified in the Delivery Certificate without Lessor's prior written consent; provided, however, that the items of Equipment may be removed from the location specified in the Delivery Certificate pertaining thereto and relocated on a site, either owned or leased by Lessee or to which Lessee has a legal right of way, within either the State of South Carolina or the State of North Carolina.

12. LOCATION STATEMENT. Lessee shall deliver to Lessor, within twenty-five (25) days after the end of each calendar quarter, an affidavit of an officer of Lessee setting forth (a) the model and serial number of each item of Equipment which has changed location since the end of the previous calendar quarter (or, in the case of the first calendar quarter, since the date of this Agreement); (b) the location of each such item, as of the end of said calendar quarter; and (c) a representation and warranty that the location of each item of Equipment, except such items as are set forth in accordance with Subsection 12(a) hereof, remains as set forth in the Delivery Certificate, pertaining thereto as updated by the affidavits delivered pursuant to this Section; provided, however, that as to any of the metal buildings listed and described in Exhibit A, said affidavit shall be delivered within sixty (60) days of any change in location.

13. USE, REPAIRS, ETC. Lessee will cause the Equipment to be operated in accordance with the manufacturer's or supplier's instructions or manuals, by competent and duly qualified personnel only, and in compliance with all laws, regulations, and the insurance policies which

Lessee is required to maintain hereunder. Lessee will, at its expense, maintain the Equipment in good repair, condition, and working order and furnish all parts, mechanisms, devices, and servicing required therefor so that the value and condition thereof will at all times be maintained, fair wear and tear excepted. All such parts, mechanisms, and devices shall immediately, without further act, become part of the Equipment for all purposes of this Agreement without cost to Lessor.



14. ALTERATIONS AND ATTACHMENTS. Lessee may, at its own expense, make alteration in or add attachments to any item of Equipment, provided the fair market value of such item of Equipment is not reduced thereby. Lessee agrees that any alteration made or attachment added to any item of Equipment will be free and clear of any liens and encumbrances whatsoever at the time of installation. Lessee further agrees that unless Lessor shall otherwise agree in writing, all such alterations and attachments shall be and become the property of Lessor, or at the option of Lessor, shall be removed by Lessee and the equipment restored to its original condition, fair wear and tear only excepted, upon the termination of this Agreement.

15. ASSIGNMENTS, SUBLetting, ENCUMBRANCES. Lessee will not, without Lessor's prior written consent, assign, or transfer this Agreement or any interest herein, or sublease or relinquish possession of, or create or suffer to exist any lien, mortgage, security interest, or encumbrance upon, the Equipment except (a) any security interest created in the Lessor by this Agreement, (b) liens or encumbrances which result from claims against Lessor and not against Lessee, (c) liens for taxes not yet due or which are being contested in good faith and by appropriate proceeding if adequate reserves with respect thereto are maintained on the books of Lessee in accordance with generally accepted accounting principles, and (d) carrier's, warehousemen's, mechanics', materialmen's, repairmen's, and other like liens for sums arising in the ordinary course of business which are not yet due or which are being contested in good faith and by appropriate proceedings.

16. FINANCIALS. Lessee covenants that, for so long as any item of Equipment shall be leased under this Agreement, Lessee will deliver to Lessor: (i) as soon as practicable and in any event within forty-five (45) days after the end of each quarterly period (other than the last quarterly period) in each fiscal year, the financial statements of the Lessee, including, but not limited to, the profit and loss statements of Lessee for the period from the

beginning of the fiscal year to the end of such quarterly period, and the balance sheet of Lessee as at the end of such quarterly period, all in reasonable detail and certified by an authorized financial officer of Lessee; and (ii) within ninety (90) days after the end of each fiscal year, the Lessee's Form 10-K, prepared pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, containing the Lessee's financial statements prepared in reasonable detail and certified by Haskin & Sells; and (iii) within one hundred and twenty (120) days, the annual report of Lessee as mailed to Lessee's stockholders.

17. LOSS, DAMAGE. If any Equipment shall be lost, stolen, destroyed, damaged beyond repair, rendered permanently unfit for normal use, or shall become no longer suitable for Lessee's business for any reason (each of the foregoing being hereinafter called a "Loss"), Lessee shall deliver to Lessor, within thirty (30) days after the occurrence of such Loss, an affidavit of an officer of Lessee setting forth (a) the serial and model number of each item of Equipment subject to the Loss; (b) a description of each item of Equipment subject to the Loss; (c) a description of the Loss; and (d) Lessee's representation and warranty that said item or items of Equipment cannot and shall not be used by the Lessee henceforth. If any Equipment is damaged as the result of an event not constituting a Loss, Lessee shall promptly cause such item to be repaired in accordance with the provisions of Section 13 hereof.

(a) Damages. Unless otherwise agreed to by Lessor and Lessee and subject to the provision of Subsection 17(b) hereof, Lessee shall, upon the occurrence of a loss of any item of Equipment, pay to Lessor an amount equal to the sum of (i) all rent and other amounts due and owing hereunder for such Equipment to and including the date of the Loss; and (ii) the Stipulated Loss Value of such Equipment computed as of the Rent Payment Date occurring on or immediately preceding the date of the Loss; whereupon, Lessor shall transfer to Lessee, as-is,

where-is, without recourse or warranty, all of Lessor's right, title, and interest in such Equipment; and the lease of such Equipment hereunder shall terminate.

(b) Exceptions. Lessor and Lessee hereby agree: (i) that with respect to any given item of Equipment for which a Loss has occurred within any given year, Lessee shall not be required to pay the "sum" otherwise required by Subsection 17(a) hereof if the aggregate appraised cost, as set forth in Exhibit A hereto, of all items of Equipment subject to a Loss within said calendar year (including, without limitation, the item of Equipment under consideration) does not exceed the Acceptable Value (as hereinafter defined); and (ii) that all of Lessee's obligation with respect to such item of Equipment contained in each and every Section of this Agreement (including, without limitation, Lessee's obligation to pay rent therefor) shall continue in full force and effect as though no such Loss had occurred. In consideration for Lessee's continued obligation under this Agreement, Lessor shall transfer to Lessee, as-is, where-is, without recourse or warranty, all of Lessor's right, title, and interest in such Equipment. As used in this Subsection, the term "Acceptable Value" shall mean, for any given calendar year, an amount equal to 5 (five) percent of the aggregate appraised cost (as set forth in Exhibit A annexed hereto) of all items of Equipment listed and described in said Exhibit A.

18. DEFAULT. If (i) Lessee shall fail to make any payment of rent or other amount owing hereunder when due and such failure shall continue for ten (10) days; (ii) Lessee shall fail to perform or observe any covenant, agreement, or condition set forth in Sections 5, 8, 11, or 15 hereof; (iii) Lessee shall fail to perform or observe any other covenant, agreement, or condition hereunder and such failure shall continue for ten (10) days after Lessor has notified Lessee thereof; (iv) any representation or warranty made by Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto shall prove at any time to be incorrect in any material respect at the time made; or (v) Lessee shall become

insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for Lessee or for a substantial part of its property or for the Equipment, or bankruptcy, reorganization, arrangement, insolvency, dissolution, or liquidation proceedings shall be instituted by or against Lessee (each of the foregoing being herein called an "Event of Default"), then Lessor may declare this Agreement to be in default and may do one or more of the following with respect to any or all of the Equipment as Lessor in its sole discretion may elect, to the extent permitted by, and subject to compliance with any mandatory requirements of, applicable law then in effect: (a) demand that Lessee, and Lessee shall, at its expense, upon such demand, return the Equipment promptly to Lessor in the manner and condition required by and otherwise in accordance with the provisions of Section 2 hereof as if the Equipment were being returned at a date prior to the expiration of its term of lease hereunder, or Lessor, at its option, may enter upon the premises where the Equipment is located and take possession of and remove the same by summary proceedings, or otherwise all without liability to Lessor for damage to property or otherwise; (b) sell the Equipment at public or private sale, with or without notice to Lessee or advertisement, or otherwise dispose of, hold, use, operate, lease to others, or keep idle the Equipment as Lessor may determine, all free and clear of any rights, of Lessee and without any duty to account to Lessee with respect to such action or inaction or for any proceeds with respect thereto; (c) by written notice to Lessee, demand that Lessee pay and Lessee shall pay to Lessor, as liquidated damages for loss of a bargain and not as a penalty, on the payment date specified in such notice, an amount (together with interest thereon at the rate pro-

vided in Section 3 hereof from said date to the date of actual payment) equal to the amount by which the Stipulated Loss Value of the Equipment computed as of the Rent Payment Date occurring on or immediately preceding the payment date specified in such notice exceeds the Fair Market Sales Value of such Equipment; and (d) Lessor may exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for breach hereof or to rescind this Agreement. In addition, Lessee shall be liable for all unpaid rent and other amounts due hereunder before or during the exercise of any of the foregoing remedies and for legal fees, taxes, governmental charges, and other costs and expenses incurred by reason of the occurrence of any Event of Default or the exercise of Lessor's remedies with respect thereto, including placing any Equipment in the condition required by Sections 13 and 14 hereof.

For the purpose of the preceding paragraph, the "Fair Market Sales Value" of any Equipment shall mean such value to Lessor net of all expenses and costs whatsoever which would be incidental to the reclamation of the Equipment and the sale thereof as determined (at Lessee's expense) by an independent appraiser selected by Lessor; provided, however, that (i) the "Fair Market Sales Value" of any Equipment shall be zero if Lessor is unable to recover possession thereof in accordance with the terms of clause (a) of the immediately preceding paragraph; and (ii) if Lessor shall have sold any Equipment prior to the giving of the notice referred to in clause (c) of the immediately preceding paragraph, the "Fair Market Sales Value" thereof shall be the net proceeds of such sale after deducting all costs and expenses incurred by Lessor in connection therewith. Except as expressly provided above, no remedy referred to in this Section is exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Lessor at law or equity; and the exercise or beginning of exercise by Lessor of any one or more of such remedies shall not preclude

the simultaneous or later exercise by Lessor of any other remedies. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other or subsequent Event of Default. To the extent permitted by law, Lessee waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease, or otherwise use the Equipment in mitigation of Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies hereunder.

19. LESSOR'S RIGHTS TO PERFORM. If Lessee fails to make any payment required to be made hereunder or fails to comply with any other agreements contained herein, Lessor may make such payment or comply with such agreement, and the amount of such payment and the reasonable expenses of Lessor incurred in connection with such payment or compliance, shall be payable by Lessee on demand.

20. FURTHER ASSURANCES. Lessee will, at its expense, promptly and duly execute and deliver to Lessor such further documents and assurances and take such further action as Lessor may from time to time request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights, interests, and remedies intended to be created in favor of Lessor hereunder, including, without limitation, the execution and filing of financing statements and continuation statements with respect to the Equipment and this Agreement. Lessee authorizes Lessor to effect any such filing (including the filing of any financing statements without the signature of Lessee) and Lessor's expenses with respect thereto shall be payable by Lessee on demand. Lessor agrees to give the Lessee notice of any financing statements filed without the signature of Lessee.

21. NOTICES. All notices and other communications required to be given to any party hereunder shall be in writing and delivered or mailed by regular mail to such party at its address set forth above or at such other address as it may designate to the other parties.

22. LESSEE'S PURCHASE OPTION. Lessee shall have the option to purchase the Equipment, at the expiration of the lease term with respect thereto, at a price equal to One Dollar (\$1). Lessor agrees to notify Lessee, by written notice given at least one hundred and ten (110) days prior to the expiration of said lease term, that Lessee has such option. In order to exercise said option, the Lessee must (a) give Lessor written notice thereof at least ninety (90) days prior to the expiration of said lease term with respect thereto; and (b) remit the purchase price in cash to Lessor or its assigns on or before said expiration date. After receipt of the purchase price in accordance with this Section, Lessor will transfer to Lessee, on said expiration date, all of its right, title, and interest in the Equipment purchased as-is, where-is, without representation and warranty of any kind, express or implied.

23. TERMINATION. If Lessor shall not have received, within forty-five (45) days of the date of this Agreement, a letter from Messrs. Reid & Priest, in form and substance satisfactory to Lessor, stating that within ten days of the execution of this Agreement (a) duly executed applications for notation of security interest in the Vehicles which are registered in North Carolina (together with the required fees, other necessary documentation and existing certificates of title) were delivered to the North Carolina Department of Motor Vehicles, and (b) duly executed applications for certificates of title for the Vehicles which are registered in South Carolina and for which South Carolina requires a certificate of title (together with the required fees, other necessary documentation and existing certificates of title) were delivered to the South Carolina State Highway Department, Lessor may, in its sole discretion, require Lessee to pay to Lessor, on June 10, 1975, an amount equal to the sum of (i) all rent and other amounts due and owing hereunder for the Equipment to and including the rent payable on said date and (ii) the Stipulated Loss Value of the Equipment computed as of said

date. Upon receiving payment in accordance with this Section, Lessor shall transfer to Lessee, as-is, where-is, without representation or warranty of any kind, express or implied, all of its right, title, and interest in the Equipment.

24. MISCELLANEOUS. As used in this Agreement, the "Stipulated Loss Value" for any Equipment shall mean, as of any Rent Payment Date, an amount determined by multiplying the appraised cost of such Equipment, as set forth in Exhibit A annexed hereto, by the percentage specified opposite such Date in Schedule A annexed hereto. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee waives any provision of law which renders any provision hereof unenforceable in any respect. No provision of this Agreement may be changed, waived, or terminated orally but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, or termination is sought. This Agreement and the provisions hereof shall inure to the benefit of Lessor and its successors and assigns, and shall be binding upon and to the extent permitted by Section 15 hereof) inure to the benefit of Lessee and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Executed as of this 23<sup>rd</sup> day of April, 1975.

LESSEE: DUNK POWER COMPANY

By execution hereof, the signer hereby certifies that he has read this Agreement and that he is duly authorized to execute this Equipment Lease on behalf of Lessee.

William B. Rodman  
Witness

BY: O.J. Blades Vice President  
(Authorized Signature and Title)

LESSOR: MANUFACTURERS HANOVER LEASING CORPORATION

BY:

D.G. Henley VP  
(Authorized Signature and Title)

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK )  
County of New York) ss.:

On the 23rd day of April, in the year 1975, before me personally came C. J. Blades, to me known, who being by me duly sworn, did depose and say that he resides in Charlotte, North Carolina; that he is a Vice President of Duke Power Company the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

*Helen M. Paskevic*

Notary Public

HELEN M. PASKEVIC  
Notary Public, State of New York  
No. OIPAA4520847  
Qualified in Kings County  
Commission Expires March 30, 1976

STATE OF NEW YORK )  
County of New York) ss.:

*Certified N.Y. County*

On the 23rd day of April, in the year 1975, before me personally came Michael J. Hanley, to me known, who being by me duly sworn did depose and say that he resides in Atlanta, Georgia; that he is a Vice President of Manufacturer's Hanover Leasing Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

*Helen M. Paskevic*

Notary Public

HELEN M. PASKEVIC  
Notary Public, State of New York  
No. OIPAA4520847  
Qualified in Kings County  
Commission Expires March 30, 1976

*Certified N.Y. County*

DUKE POWER COMPANY  
EQUIPMENT LISTEXHIBIT A  
PAGE 1

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date purchased</u>	<u>Current Location</u>
Steam Prod.	Tractor	66A12653	Caterpillar	9/3/73	Belews Creek
Steam Prod.	Forklift-10,000# Cap	99A02816	Allis-Chalmers	7/2/73	Belews Creek
Steam Prod.	Forklift-30,000# Cap	67100610	Towmotor	5/22/74	Belews Creek
Steam Prod.	Forklift-18,000# Cap	711342	Towmotor	6/7/74	Belews Creek
Steam Prod.	Forklift-3200# Cap	B-89042	Baker	3/6/74	Belews Creek
Steam Prod.	Mobile Crane	C320BD1236M	Bucyrus-Erie	7/12/74	Belews Creek
Steam Prod.	Locomotive - 80 Ton	38933	General Electric	6/73	Belews Creek
Steam Prod.	Locomotive - 80 Ton	38934	General Electric	6/73	Belews Creek
Steam Prod.	#2 Tractor	66A4117	Caterpillar	3/3/66	Marshall
Steam Prod.	#3 Tractor	66A7659	Caterpillar	6/30/69	Marshall
Steam Prod.	Locomotive 101	35783	General Electric	4/12/65	Marshall
Steam Prod.	Locomotive 102	37608	General Electric	1/15/71	Marshall
Steam Prod.	Hydraulic Crane	C320AD1204	Hy-Dynamic	12/27/72	Marshall
Steam Prod.	Dozer	14763	Allis Chalmers	7/31/67	Lee
Steam Prod.	Bulldozer	66A11672	Caterpillar	9/29/72	Lee
Steam Prod.	Locomotive	30598	General Electric	1950	Lee
					12,800

DUKE POWER COMPANY  
EQUIPMENT LIST

EXHIBIT A  
PAGE 2

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
team prod.	Bulldozer (D9G-2)	66A-4092	Caterpillar	3/14/66	Riverbend
team prod.	Bulldozer (D9G-3)	66A-10280	Caterpillar	8/30/71	Riverbend
team prod.	Locomotive (#11)	45Ton-32253	General Electric	3/19/55	Riverbend
team prod.	Series 800 Truck Mounted Crane	F-81-EVT-49072	Ford	3/7/74	Riverbend
team prod.	Hy-Dynamic Hyd Crane	C320AD1207	Bucyrus-Erie	1/4/73	Cliffsde
team prod.	Diesel Tractor	8419	Allis Chalmers	9/13/63	Cliffsde
team prod.	Fork Lift	P-203912	Eaton, Yale & Towne	7/11/72	Cliffsde
team prod.	Fork Lift	P-178305	Eaton, Yale & Towne	6/23/70	Cliffsde
team prod.	Locomotive	38470	General Electric	7/10/72	Cliffsde
team prod.	Caterpillar Tractor	66A12107	Caterpillar	1/12/73	Cliffsde
team Prod.	Caterpillar Tractor	66A9315	Caterpillar	9/3/71	Cliffsde
team Prod.	Diesel-Elec Locomotive	29889	General Electric	2/49	Dan River
team Prod.	Bulldozer	14931	Allis Chalmers	5/68	Dan River
team prod.	Locomotive #100	35354	General Electric	2/2/65	Allen
team prod.	Locomotive BB-90/90	2GE763	General Electric	9/10/56	Allen
team prod.	Bulldozer	66A9991	Caterpillar	1/7/72	Allen
team prod.	Bulldozer	66A7658	Caterpillar	6/30/69	Allen
team prod.	Bulldozer	66A9583	Allis Chalmers	10/19/72	Allen

DUKE POWER COMPANY  
EQUIPMENT LIST  
**EXHIBIT A**  
PAGE 3

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date purchased</u>	<u>Current Location</u>
Steam Prod.	Hy Dynamic Crane	1221	Bucyrus Erie	6/29/73	Allen
Steam Prod.	Hydraulic Crane	122SM	Bucyrus Erie	1/4/74	Buck
Steam Prod.	Locomotive	33694	General Electric	1953	Buck
Steam Prod.	Locomotive	30986	General Electric	1951	Buck
Steam Prod.	Tractor	66A3696	Caterpillar	4/15/66	Buck
Steam Prod.	Tractor	66A10448	Caterpillar	1/5/72	Buck
Steam Prod.	Tractor & Accessories	3T-8597	Caterpillar	11/22/48	Buzzard Roost
Steam Prod.	Hydynamic Crane	C250CD25211	Hydynamic Company	11/1/71	Oconee
Steam Prod.	Electric Truck	66640	Baker Mfg. Co.	2/21/72	Oconee
Construction	Hydraulic Excavator	664088	Warner & Swassey	6/14/74	Catawba
Construction	Crawler Tractor	TD15C	International	5/24/74	Catawba
Construction	Trailer 12' X 65'	17157	Not Available	7/25/74	Catawba
Construction	Trailer 12' X 65'	17156	Not Available	7/25/74	Catawba
Construction	Trailer 12' X 65'	17155	Not Available	8/5/74	Catawba
Construction	Trailer 12' X 65'	17154	Not Available	7/25/74	Catawba
Construction	Trailer 12' X 65'	17153	Not Available	7/25/74	Catawba
Construction	Trailer 12' X 65'	17151	Not Available	7/25/74	Catawba
Construction	Locomotive	DP-116	General Electric	6/2/74	Catawba

DUKE POWER COMPANY  
EQUIPMENT LIST  
EXHIBIT A  
PAGE 4

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>	<u>18,815</u>
construction	Metal Bldg 50'x102'8"	C-01	Armaco Steel	7/19/74	Catawba	
construction	Metal Bldg 120'x194'8"	C-01	Armaco Steel	7/17/74	Catawba	37,100
construction	Tractor-Loader-Backhoe C-400652		Ford Motor Company	7/26/74		18,250
construction	Trailer 12'x65'	17155	Not Available	8/5/74	Catawba	
construction	Air Conditioner	F193979	Carrier	5/23/72	McGuire	10,980
construction	Air Conditioner	6N1-7071-7-15-71	Carrier	5/26/72	McGuire	29,400
construction	Passenger Elevator	DP-02	Mayco Hoist & Champion Mfg	6/30/68	McGuire	13,100
construction	Passenger Elevator	DP-03	Mayco Hoist & Champion Mfg	6/30/68	McGuire	13,100
construction	Passenger Elevator	DP-04	Patent Scaffolding	6/23/71	Bellevue Creek	39,050
construction	Passenger Elevator	DP-05	Patent Scaffolding	6/27/72	Storage Yard	20,300
construction	Heat Pump	J-01	Carrier	10/1/69	Jocassee	
construction	Heat Pumps (2)	9036	General Electric	11/16/70	Bellevue Creek	11,250
construction	Metal Bldgs 28'x80'	0-01	Reece Construction Co.	2/25/70	Oconee	11,900
construction	Metal Bldg 40'x82'8"	C-01	Armaco Steel	6/3/74	Catawba	8,700
construction	Metal Bldg 50'x82'8"	Mc-01	Armaco Steel	4/73	McGuire	11,200
construction	Metal Bldg 50'x86'8"	Mc-01	Armaco Steel	4/73	McGuire	13,600
construction	Metal Bldg 64'x120'	J-01	Armaco Steel	9/30/68	Jocassee	11,100
construction	Metal Bldg 60'x122'8"	Mc-01	Armaco Steel	3/16/72	McGuire	12,300

## DUKE POWER COMPANY

EXHIBIT A  
EQUIPMENT LIST  
PAGE 5

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>	<u>49,000</u>
Instruction	Metal Bldg 70'x170'x120' Mc-01		Armco Steel	1/2/73	McGuire	
Instruction	Metal Bldg 80'x98'8" 0-1-2		Armco Steel	4/17/67	Oconee	14,500
Instruction	Metal Bldg 96'x98'8" BC-01		Armco Steel	7/21/70	Bellevs Creek	12,000
Instruction	Metal Bldg 96'x194'8" 0-2		Armco Steel	8/14/70	Bellevs Creek	12,600
Instruction	Metal Bldg 100'x98'8" Mc-01		Armco Steel	3/4/71	Oconee	23,500
Instruction	Metal Bldg 100'x145'4" Mc 1-2		Armco Steel	5/31/71	McGuire	14,100
Instruction	Metal Bldg 100'x194'8" BC-01		Armco Steel	7/22/70	Bellevs Creek	24,500
Instruction	Metal Bldg 100'x194'8" C-01		Armco Steel	6/3/74	Catawba	33,200
Instruction	Metal Bldg 120'x146'8" Mc-02		Armco Steel	3/16/72	McGuire	21,800
Instruction	Metal Bldg 120'x146'8" Mc-1-2		Armco Steel	5/31/71	McGuire	21,800
Instruction	Metal Bldg 120'x150'8" Mc-01		Armco Steel	3/72	McGuire	26,300
Instruction	Metal Bldg 120'x302'8" Mc-01		Armco Steel	3/72	McGuire	53,000
Instruction	Scaffolding-Personnel Stair Tower	DP-01	Patent Scaffolding	9/30/68	Oconee	10,300
Instruction	Shoring for Reactor Building Floor	DP-02	Patent Scaffolding	11/30/68	Oconee	84,500
Instruction	Shoring for T G Support	DP-03	Patent Scaffolding	1/31/69	Oconee	104,100
Instruction	Scaffolding	DP-04	Sky Climber, Inc.	5/31/69	Oconee	203,000
Instruction	Scaffolding	DJ-08	Patent Scaffolding	2/1/72	Bellevs Creek	114,800

DUKE POWER COMPANY  
EQUIPMENT LIST

EXHIBIT A  
PAGE 6

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Scaffolding	DP-09	Patent Scaffolding	3/2/72	McGuire
Construction	Scaffolding	DP-19	Patent Scaffolding	4/1/74	McGuire
Construction	Sewage Treatment Sys	DP-04	Aer-O Flo	8/1/71	McGuire
Construction	Sewage Treatment Sys	DP-05	Aer-O Flo	7/25/71	McGuire
Construction	Computer	1131-11436	IBM Corp.	8/31/69	Oconee
Construction	Bins & Shelving	DP-02	Hallowell Div- Standard Pressed Steel	11/9/73	McGuire
Construction	Shelving	DP-03	Lyon Metal Products	12/27/73	McGuire
Construction	Stress Relieving Unit	18027	Electric Arc, Inc.	1/31/70	Oconee
Construction	Pipe Bender	1.5214	Wallace Supplies	4/12/73	McGuire
Construction	Pipe Bender	1.5235	Wallace Supplies	11/28/72	McGuire
Construction	Banding Machine	1.5215	Wallace Supplies	4/11/73	McGuire
Construction	Radial Drill	M50-R-35546	Bauer-Meuser	9/30/67	Oconee
Construction	Radial Drill	M50-R-42533	Bauer-Meuser	11/4/71	McGuire
Construction	Ironworker	135A2737721F	Mubca	11/2/72	McGuire
Construction	Lathe	1W615M-7	Cincinnati Lathe & Tool	6/30/63	Belows Creek
Construction	Lathe	1W65T-004	Cincinnati Lathe & Tool	12/31/67	Oconee
Construction	Lathe	550365Y-009	Cincinnati Lathe & Tool	10/14/71	McGuire
Construction	Pipe Milling Machine	Q30-690	Pain Mfg.	12/1/73	McGuire
Construction	Milling Machine	149066	Greaves	4/4/72	Oconee
					14,300

## DUKE POWER COMPANY

## EQUIPMENT LIST

EXHIBIT A

PAGE 7

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
construction	Pipe Expanding Machine DP-01	12650	Newman Machine Co.	9/25/70	Bellevue Creek
construction	Planer	12651	Newman Machine Co.	6/25/71	McGuire
construction	Planer - Lumber	7259034002	Newman Machine Co.	9/30/69	Catawba
construction	Kodak Processor	5637	Kodak Corp.	10/27/72	McGuire
construction	Kodak Processor	5686	Kodak Corp.	5/10/73	Oconee
construction	Testing Machine	67113	Forney's Inc.	12/31/67	Oconee
construction	Concrete Test Machine	71101	Forney's Inc.	8/10/71	McGuire
construction	Transformer 2000 KVA	2-52592	Kuhlman Corp.	10/31/72	McGuire
construction	Vacuum Reclaim System	V730314 V730315	Vacu-Blast Corp.	4/25/73	McGuire
construction	Well Point System	12476	Morsetrench Amer. Corp.	8/21/73	Storage Yard
construction	Well Point System	GX08946	Morsetrench Amer. Corp.	7/1/72	McGuire
instruction	Concrete Pump	565	H. D. Whiteman	10/31/69	Belews Creek
instruction	Concrete Pump	1256	H. D. Whiteman	3/20/72	McGuire
instruction	Concrete Conveyor	1640,1632	Patent Scaffolding	3/7/72	McGuire
instruction	Condensate Pump	70-21682	Ingersoll-Rand	11/3/70	Oconee
instruction	High Pressure Pump	479	Tritan	4/9/73	McGuire
instruction	Gunita Machine	43131,48205	irplace	12/10/70	Decassee
					14,200

## DUKE POWER COMPANY

## EQUIPMENT LIST

EXHIBIT A  
PAGE 8

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Air Compressor Portable I.R.	37165	Ingersoll Rand	2/28/66	Bellevs Creek
Instruction	Air Compressor Portable I.R.	39177	Ingersoll Rand	2/28/66	9,500
Instruction	Air Compressor Portable I.R.	600AR43607-M	Ingersoll Rand	7/31/67	McGuire
Instruction	Air Compressor Portable I.R.	600AR43608-M	Ingersoll Rand	7/31/67	Belews Creek
Instruction	Air Compressor Portable I.R.	45300M	Ingersoll Rand	12/31/67	Jocassee
Instruction	Air Compressor Stationary I.R.	46551-M	Ingersoll Rand	3/31/68	McGuire
Instruction	Air Compressor Stationary, I.R.	46552-M	Ingersoll Rand	3/31/68	Jocassee
Instruction	Air Compressor Portable, I.R.	47190M	Ingersoll Rand	12/31/67	Belews Creek
Instruction	Air Compressor Portable I.R.	47192M	Ingersoll Rand	12/31/67	McGuire
Instruction	Air Compressor Portable I.R.	600AR-55100M	Ingersoll Rand	5/31/69	Jocassee
Instruction	Air Compressor Portable I.R.	600AR-55101M	Ingersoll Rand	5/31/69	Jocassee
Instruction	Air Compressor Stationary I.R.	A600VC61544	Ingersoll Rand	9/28/70	Bellevs Creek
Instruction	Air Compressor Stationary I.R.	A600VC61545	Ingersoll Rand	9/28/70	Bellevs Creek
Instruction	Air Compressor Portable I.R.	52903M	Ingersoll Rand	1/31/69	Oconee
Instruction	Air Compressor Portable I.R.	55025-M	Ingersoll Rand	5/31/69	Catawba
Instruction	Air Compressor Portable I.R.	58614-M	Ingersoll Rand	1/29/70	McGuire
Instruction	Air Compressor Portable I.R.	63658	Ingersoll Rand	6/2/71	McGuire

## DUKE POWER COMPANY

EXHIBIT A  
PAGE 9

## EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Air Compressor Portable I.R.	63825	Ingersoll Rand	6/2/71	McGuire
Construction	Air Compressor Portable I.R.	65117	Ingersoll Rand	11/16/71	Catawba
Construction	Air Compressor Portable I.R.	65934	Ingersoll Rand	2/3/72	McGuire
Construction	Air Compressor Portable I.R.	65937	Ingersoll Rand	2/3/72	McGuire
Construction	Air Compressor Stationary I.R.	6VA-42852	Chicago Pneumatic	1/28/70	McGuire
Construction	Air Compressor Portable C.P.	900EL57377	Ingersoll Rand	2/2/70	Oconee
Construction	Air Compressor Portable I.R.	67449SF	Ingersoll Rand	6/29/72	Oconee
Construction	Air Compressor Stationary I.R.	JH-5543	Ingersoll Rand	11/10/72	McGuire
Construction	Air Compressor Stationary I.R.	JH-5544	Ingersoll Rand	1/29/73	McGuire
Construction	Hydraulic Backhoe-P&H	E-31596	P & H	6/3/71	McGuire
Construction	Hydraulic Crane Rough Terrain	10722	BLH Austin-Western	1/11/71	Storage Yard
Construction	Hydraulic Crane Rough Terrain	25058	Hy-Dynamic Co.	6/24/67	Catawba
Construction	Hydraulic Crane Rough Terrain	25068	Hy-Dynamic Co.	8/1/67	McGuire
Construction	Hydraulic Crane Rough Terrain	C250AD25155	Hy-Dynamic Co.	3/23/69	Jocassee
Construction	Hydraulic Crane Rough Terrain	C250CD25212	Hy-Dynamic Co.	8/25/71	McGuire
Construction	Hydraulic Crane Rough Terrain	CD25006	Hy-Dynamic Co.	4/23/71	McGuire
Construction	Hydraulic Crane, Truck	1300/32377	P & H	6/13/70	Belvoir Creek

## DURKE POWER COMPANY

## EQUIPMENT LIST

EXHIBIT A  
PAGE 10

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
construction	Hydraulic Crane	47184	Warren & Swasey	10/26/71	Bellevs Creek
construction	Rough Terrain				39,475
construction	Hydraulic Crane	07-3A-3174	Pettibone-Mulliken	3/20/70	Bellevs Creek
construction	Rough Terrain				36,175
construction	Crawler Crane	121299	Eucyrus Erie	3/31/60	Bellevs Creek
construction	Hydraulic Crane	17650	American	7/26/74	Catawba
construction	Rough Terrain	76-2A-1635	Pettibone	2/21/67	McGuire
construction	Hydraulic Crane	3395	Pettibone	8/26/71	Bellevs Creek
construction	Rough Terrain				37,925
construction	Hydraulic Crane	27-6E-4270	Pettibone	6/20/72	McGuire
construction	Crane-Truck				116,000
construction	Hydraulic Crane	N966A2803	Pettibone	11/19/69	Bellevs Creek
construction	Rough Terrain				24,575
construction	Pedestal Crane	137-7-49	Pettibone	10/15/73	McGuire
construction	Crane - Truck	28068	Manitowoc Engr	8/31/63	Bellevs Creek
construction	Crane - Truck	29192	Manitowoc Engr	12/31/65	Bellevs Creek
construction	Crane - Truck	29216	Manitowoc Engr	8/30/67	Jocassee
construction	Crane - Truck	29217	Manitowoc Engr	8/15/67	McGuire
construction	Crane - Truck	29275	Manitowoc Engr	4/28/69	Oconee
construction	Crane - Truck	32618	Harnisfeger Co.	5/26/70	Bellevs Creek
construction	Hydraulic Crane	Rough Terrain			43,800
construction	Crane - Truck	39923	Manitowoc Engr	12/12/65	Bellevs Creek
construction	Crane - Crawler	4011	Manitowoc Engr	4/30/60	McGuire
construction	Crane - Crawler	4012	Manitowoc Engr	8/31/60	Bellevs Creek
					138,900

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Crane - Crawler	4109	Manitowoc Engr	1/29/70	Jocassee
Construction	Crane - Truck	4334	Grove Mfg. Co.	11/20/59	Catawba
Construction	Crane - Crawler	GS-14938	American	3/5/71	Belows Creek
Construction	Crane - Crawler	40178	Manitowoc Engr	12/3/67	Oconee
Construction	Crane - Crawler	40180	Manitowoc Engr	12/31/67	McGuire
Construction	Crane-Crawler (lift)	41184	Manitowoc Engr	5/23/73	McGuire
Construction	Crane - Crawler	46197	Manitowoc Engr	1/8/71	Belaws Creek
Construction	Crane - Crawler	40307	Manitowoc Engr.	6/27/72	McGuire
Construction	Crane - Crawler	3579-8	Lima	6/27/72	McGuire
Construction	Crane - Crawler	40191	Manitowoc Engr	5/31/68	McGuire
Construction	Crane - Tower	1030	Richier Weltz	9/30/67	McGuire
Construction	Crane - Tower	1046	Richier Weltz	8/31/69	McGuire
Construction	Crane - Tower	22348	Manitowoc Engr	3/18/69	McGuire
Construction	Crane - Motor	29300	Manitowoc Engr	2/10/72	McGuire
Construction	Crane-Overhead Travel.	6090	Kranco	3/3/72	McGuire
Construction	Crane - Tower	1R0962-22	Liebherr-America	11/5/71	McGuire
Construction	Crane - Truck	E-29609	Harnischfeger Co.	12/31/67	McGuire
Construction	Crane - Truck	E-29610	Harnischfeger Co.	12/31/67	McGuire

## DUKE POWER COMPANY

## EQUIPMENT LIST

EXHIBIT A  
PAGE 12

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Crane - Truck	18HA187	Link Belt	2/23/65	Oconee
Construction	Crane - Truck	18HA232	Link Belt	2/23/69	Jocassee
Construction	Crane - Motor	32212	Harnischfeger Co.	8/14/72	McGuire
Construction	Crane - Motor	16HA290	Link Belt	1/2/72	McGuire
Construction	Crane - Truck	C-13905	Koehring Company	2/23/68	Bellevue Creek
Construction	Crane - Truck	GS-13976	American Hoist & Derrick	10/11/71	Bellevue Creek
Construction	Drill - Core	39460473	Acker Drill Co.	4/26/73	Jocassee
Construction	Crane - Truck	30150570	Acker Drill Co.	12/1/71	Jocassee
Construction	Drill-Core (Diamond)	42310269	Acker Drill Co.	6/30/69	Jocassee
Construction	Drill-Core (Diamond)	622367	Mobile	1/9/73	Jocassee
Construction	Earth Auger Drill	44460573	Acker Drill Co.	6/4/73	Jocassee
Construction	Earth Auger Drill	44470773	Acker Drill Co.	7/19/73	Jocassee
Construction	Drill - Track (Air)	5055	Gardner-Denver	10/31/66	Jocassee
Construction	Drill - Track (Air)	34609	Ingersoll Rand & Gardner Denver	1/31/69	McGuire
Construction	Drill - Track (Air)	34606	Ingersoll Rand & Gardner Denver	1/31/69	McGuire
Construction	Gradall	NP148690	CM & Chrysler	10/19/72	McGuire
Construction	Motor Grader	89H 705	Galion Iron Works	5/11/71	McGuire

## DUKE POWER COMPANY

## EQUIPMENT LIST

EXHIBIT A  
PAGE 13

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Electric Hoist	1184	Manitowoc	12/6/71	Belws Creek
Construction	Electric Hoist	20713	Clyde Iron Works	9/30/52	Belws Creek
Construction	Electric Hoist	85993	American Electric	1/31/57	Belws Creek
Construction	Fork Lift	18213	Silent Hoist	7/31/69	Oconee
Construction	Fork Lift	621733	Caterpillar	2/22/74	McGuire
Construction	Fork Lift	671441	Caterpillar	12/16/71	McGuire
Construction	Fork Lift Truck	18326	Silent Hoist	1/31/70	McGuire
Construction	Fork Lift	87M690	Caterpillar	4/24/73	Belws Creek
Construction	Fork Lift	68L387	Caterpillar	5/3/73	Storage Yard
Construction	Fork Lift Truck	S10-9515	Taylor	9/1/71	McGuire
Construction	Fork Lift	1SN242	Caterpillar	5/25/73	Belws Creek
Construction	Front End Loader	41U405	Caterpillar	4/23/74	Belws Creek
Construction	Front End Loader	61H1410	Caterpillar	12/31/67	Catawba
Construction	Loader - Front End	526	Allis Chalmers	7/12/72	McGuire
Construction	Loader - Front End	34U27967	Allis Chalmers	10/19/72	Belws Creek
Construction	Locomotive	DP-114	General Electric	1/31/60	McGuire
Construction	Locomotive	DP-115	General Electric	5/15/74	McGuire
Construction	Pile Driver	630108	Kiernan-Terry Corp.	2/23/63	McGuire

## DUKE POWER COMPANY

## EQUIPMENT LIST

EXHIBIT A  
PAGE 14

<u>COMPANY ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>	<u>Cost</u>
Construction	Pile Hammer	520-743BG	Link Belt Spaeber	8/31/67	Bellevs Creek	12,800
Construction	Tamper - RR	111437	Jackson Vibrators	7/31/67	Bellevs Creek	17,200
Construction	Tractor	78A528	Caterpillar	6/30/63	Oconee	9,200
Construction	Tractor	83J779	Caterpillar	6/30/69	Bellevs Creek	18,600
Construction	Tractor	85J1496	Caterpillar	3/31/69	Jocassee	21,100
Construction	Tractor	85J5157	Caterpillar	4/24/72	McGuire	29,500
Construction	Tractor	10K6837	Caterpillar	5/23/72	McGuire	42,000
Construction	Tractor	10K9216	Caterpillar	10/16/73	Jocassee	51,500
Construction	Tractor	HD11EP13786	Allis Chalmers	5/20/70	Bellevs Creek	24,800
Construction	Tractor	12893	Allis Chalmers	12/31/67	Jocassee	21,800
Construction	Tractor	12903	Allis Chalmers	12/31/67	Catawba	21,800
Construction	Tractor	13791	Allis Chalmers	4/30/69	Jocassee	23,300
Construction	Tractor-Loader-Backhoe	C400652	Ford Tractor Div.	7/26/74	Catawba	17,575
Construction	Tractor-Loader-Backhoe	21377	Ry-Dynamic	8/12/70	Bellevs Creek	11,750
Construction	Tractor-Loader-Backhoe	C243493	Ford Tractor Div.	8/31/69	Jocassee	5,550
Construction	Tractor-Loader-Backhoe	2537	International	2/25/70	Bellevs Creek	4,875
Construction	Tractor-Loader-Backhoe	298627	Ford Tractor Div.	8/4/71	McGuire	6,350
Construction	Tractor-Loader-Backhoe	C298629	Ford Tractor Div.	5/3/71	McGuire	6,350

DUKE POWER COMPANY  
EQUIPMENT LIST

EXHIBIT A  
PAGE 15

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Date purchased</u>	<u>Current Location</u>
<u>Construction</u>	<u>Manufacturer</u>			
Construction	Tractor-Payloader	03090	Frank G. Hough Co.	5/31/66 Belwes Creek
Construction	Tractor-Payloader	03248	Frank G. Hough Co.	5/31/66 Oconee
Construction	Tractor - Shovel	9BG421	Michigan	6/23/71 McGuire
Construction	Traxcavator	85J3291	Caterpillar	6/8/61 Oconee
Construction	Tractor - Crawler	10K7891	Caterpillar	1/23/73 Jocassee
Construction	Trencher	302644	Cleveland	11/30/65 Belevs Creek
BD-1	W/Blade W/Winch	83422415	Allis Chalmers	6/8/70 Charlotte
BD-2	W/Blade W/Winch	10K9339	Caterpillar	10/26/73 Charlotte
BD-4	W/Blade W/Winch	10K6142	Caterpillar	3/15/70 Charlotte
BD-5	W/Blade W/Winch	8352873	Caterpíllar	3/18/74 Charlotte
BD-6	W/Blade W/Winch	10K5963	Caterpillar	11/9/71 Charlotte
BD-7	W/Blade W/Winch	1838	International	1/31/74 Charlotte
BD-8	W/Blade W/Winch	161923	John Deere	12/29/72 Charlotte
BD-10	W/Blade W/Winch	82J00687	Caterpillar	8/6/68 Charlotte
BD-12	Motor Grader	CC-03669	Galion	11/29/69 Charlotte
BD-16	W/Blade W/Winch	99J492	Caterpillar	1/8/70 Charlotte
BD-17	Crawler Tractor	83J992	Caterpillar	10/14/69 Charlotte
BD-19	W/Blade W/Winch	83J1798	Caterpillar	6-2-72 Greenville
BD-20	W/Blade W/Winch	U001526	International	1/22/73 Charlotte
				14,000

DUKE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date purchased</u>	<u>Current Location</u>
BD-55	W/Blade W/Winch	6111	International	7/7/74	Charlotte
D-56	Crawler	10K3522	Caterpillar	9/28/72	Charlotte
D-58	W/Blade W/Winch	739	International	2/3/72	Charlotte
D-59	W/Backhoe W/Loader Bucket	8698157	Case	5/9/72	Charlotte
D-60	Wheel Tractor	318244	Schramm	5/12/72	Charlotte
D-61	W/Drifter W/Backhoe	96J1761	Caterpillar	5/24/72	Charlotte
D-62	Pneumatractor	318242	Schramm	6/28/72	Charlotte
D-64	W/Blade W/Winch	93N1153	Caterpillar	11/27/72	Charlotte
D-65	Crawler Tractor	141036	John Deere	1/12/73	Charlotte
D-66	W/Backhoe W/Loader Bucket	869440	Case	5/25/73	Charlotte
D-67	Wheel Tractor	6200108	Case	5/25/73	Charlotte
D-68	W/Backhoe W.Loader Bucket	86835921	Case	8/10/73	Charlotte
D-69	W/Loader Fords W/Roto Boom	158440	John Deere	10/11/73	Charlotte
	Crawler Tractor				15,800

## DUNE POWER COMPANY

## EQUIPMENT LIST

EXHIBIT A  
PAGE 17

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
BD-22	Crawler Tractor W/Blade W/Winch	84H559	Caterpillar	4/1/68	Charlotte
BD-23	Crawler Tractor W/Blade W/Winch				22,300
BD-24	Crawler Tractor W/Blade W/Winch	1549	International	2/16/73	Charlotte
BD-25	Crawler Tractor W/Blade W/Winch	99J1182	Caterpillar	3/23/70	Charlotte
BD-27	Crawler Tractor W/Blade W/Backhoe	99J1552	Caterpillar	6/9/73	Charlotte
BD-29	Crawler Tractor W/Blade W/Winch	5305	International	10/7/74	Greensboro
BD-31	Crawler Tractor W/Blade W/Backhoe	99J1551	Caterpillar	6/19/73	Charlotte
BD-32	Crawler Tractor W/Blade W/Backhoe	092416T	John Deere	4/18/59	Greenville
BD-33	Crawler Tractor W/Blade W/Winch	29P5359	Allis Chalmers	9/27/73	Charlotte
BD-35	Wheel Tractor W/Backhoe W/Loader Bucket	9111432	Case	4/17/72	Charlotte
BD-36	Crawler Backhoe	733	International	12/4/73	Charlotte
BD-38	Crawler Tractor W/Blade W/Winch	83J846	Caterpillar	9/26/69	Charlotte
BD-39	Crawler Tractor W/Blade W/Winches	48A13640	Caterpillar	4/10/70	Charlotte
BD-40	Wheel Tractor W/Backhoe W/Ladder Bucket	9111754	Case	1/24/74	Charlotte
BD-41	Crawler Tractor W/Blade W/Winches	48A13639	Caterpillar	4/10/70	Charlotte
BD-42	Crawler Tractor W/Blade W/Winch	9001	Allis Chalmers	1/22/70	Charlotte
BD-47	Crawler Tractor W/Blade W/Winch	10K3992	Caterpillar	6/24/70	Charlotte
BD-52	Crawler Tractor W/Blade W/Winch	595	International	4/23/71	Charlotte
			Total		12,880,840

DUKE POWER COMPANY  
EQUIPMENT LIST

EXHIBIT A  
PAGE 18

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
T-452	Army 6x6 W/Derrick	968A1913	Diamond T National 5	7/18/69	Charlotte
T-497	25 Ton Truck Crane	8785C	Grove	10/20/69	Charlotte
T-877	8X4 W/Wire Puller	13671	Crane Carrier	1/27/70	Charlotte
T-1021	6X6 W/Aerial Bucket	Q20637	FWD-Hi-Ranger	12/9/68	Anderson
T-1826	Army 6X6 W/Berrick	969A2498	Diamond T National	1/2/69	Charlotte
T-2273	6X4 Truck Crane	39216	Schield-Bantam	2/4/70	Charlotte
T-2457	8x4 Truck Crane	34473	P & H	8/28/72	Charlotte
T-2536	4x4 Rough Terrain Crane	16F9-491	Link Belk	11/28/69	Charlotte
T-2544	Tower Crane Trlr Mtg	1-42968	Calavar	11/22/67	Charlotte
T-4195	8x4 Truck Crane	23654	Grove	4/30/74	Charlotte
T-4265	6x4 Road Tractor	R-6855T-50742	Mack	6/18/74	Charlotte
T-4345	4x2 W Crew Cab	CCE664V158827	Chevrolet	8/1/74	Charlotte
T-4355	4x2 W Utility Bed	106720#A39619	International	8/18/74	Charlotte
T-4406	4x4 W/Utility Bed	14662DHA44505	International	10/30/74	Charlotte
T-4407	4x4 W/Utility Bed	14662DHA50211	International	10/11/74	Anderson
T-4408	4x4 W/Utility Bed	14662DHA50129	International	10/10/74	Hickory
T-4415	Army 6x6 W/Earth Auger	M61M2780	International	9/3/74	Charlotte
T-4423	6x6 Truck Crane	E31244	FWD	1/20/74	Charlotte
T-4384	4x2 W/Crew Cab	10662-DHA-42755	International	8/23/74	Charlotte
					8,480
					56,800
					10,700
					35,650
					40,125
					7,700
					20,850
					58,150
					52,450
					12,250

DUKE POWER COMPANY  
EQUIPMENT LIST

EXHIBIT A  
PAGE 19

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
-2580	Army 6X6 W/Joint Machine M29736	Reo	FWD-Hi-Ranger	3/14/69	Winston Salem
-2592	6X6 W/Aerial Bucket	Q20639	FWD-Hi-Ranger	3/14/69	Charlotte
-2594	6X6 W/Aerial Bucket	Q20638	FWD-Hi-Ranger	3/14/69	Charlotte
-2599	6X6 W/Aerial Bucket	Q20640	FWD-Hi-Ranger	3/15/69	Charlotte
-2625	6X4 Road Tractor	DRE64HC596825	Diamond Reo	10/19/72	Charlotte
-2709	Army 6X6 W/Wire Tensioner	9680088	Diamond T	6/23/69	Charlotte
-2712	Army 6X6 W/Wire Puller	9680984	Diamond T	6/23/69	Charlotte
-2738	6X4 Road Tractor	723-476	White	7/22/69	Charlotte
-2769	6X6 W/Derrick	DRE66DC582464	Diamond Reo National	10/20/69	Rock Hill
-2881	Army 6X6 W/Derrick	969A2052	Diamond Ti-York	4/24/70	Charlotte
-2962	6X4 Truck Crane	424-407	Schield Bantam	7/23/70	Charlotte
-2969	8X4 Truck Crane	HC13S-66200	Link Belt	8/20/70	Charlotte
-3441	4X4 Rough Terrain Crane	23G2543A	Link Belt	6/27/72	Charlotte
-3442	8X4 W/Auger	84D68-1817	Champion Carrier Texoma	6/9/72	Charlotte
-3898	8X4 Truck Crane	70T443	Link Belt	11/24/73	Charlotte
-4028	4X2 W/Cargo Ned	NS0FVT26530	Ford	2/4/74	Greensboro
-4098	4X4 W/6 Man Cab	1462DHA38341	International	3/25/74	Yadkinville
P-4114	Army 6X6 Sideloader	634	International	3/1/74	Charlotte
					13,500

DUKE POWER COMPANY  
EQUIPMENT LISTEXHIBIT A  
PAGE 20

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
-4424	6X6 W/Derrick	B10010	International	10/24/74	Charlotte
-4436	4X4 W/utility Bed	146620HA50153	International	10/29/74	Greensboro
-4385	Bus	T6H 4523A927	GMC	8/25/74	Greensboro
-4386	Bus	T6H4523A928	GMC	8/19/74	Greensboro
-4387	Bus	T6H4523A929	GMC	8/19/74	Greensboro
-4388	Bus	T6H4523A930	GMC	8/19/74	Greensboro
-4389	Bus	T6H4523A931	GMC	8/19/74	Greensboro
-4390	Bus	T6H4523A932	GMC	8/20/74	Durham
-4391	Bus	T6H4523A933	GMC	8/20/74	Durham
-4392	Bus	T6H4523A934	GMC	8/20/74	Durham
-4393	Bus	T6H4523A935	GMC	8/20/74	Durham
-4394	Bus	T6H4523A936	GMC	8/20/74	Durham
-4390	Bus	T6H4523A937	GMC	8/16/74	Spartanburg
-4381	Bus	T6H4523A938	GMC	8/16/74	Spartanburg
-4382	Bus	T6H4523A939	GMC	8/16/74	Spartanburg
-4431	2 Ton Ford-Derrick	F75EVT28393	Ford	10/11/74	Catawba
-4411	2 Ton Ford	F75FVU52508	Ford	10/11/74	Shelby
-4357	2 Ton Ford	F61EVU60279	Ford	8/13/74	Great Falls
					9,880

DUKE POWER COMPANY  
EQUIPMENT LIST

EXHIBIT A  
PAGE 21

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date purchased</u>	<u>Current Location</u>
72-4336	2 Ton Ford	F6ODVU62053	Ford	11/1/74	Lancaster 9,880
GS-4269	Tractor	DRE64HC605617	Diamond Reo	6/20/74	Toddville
11-4254	2 Ton	F75FWU27066	Ford	7/25/74	Burlington 22,400
1-4249	2 Ton	F70EVU27069	Ford	6/5/74	Charlotte 18,050
21-4247	2 Ton	K70WVU10397	Ford	6/5/74	Salisbury 9,975
			Total	1,813,610	

MANUFACTURERS HANOVER LEASING CORPORATION

SCHEDULE A

Schedule A to that certain lease agreement ("Agreement"), dated , 19, between MANUFACTURERS HANOVER LEASING CORPORATION ("Lessor") and DUKE POWER COMPANY ("Lessee").

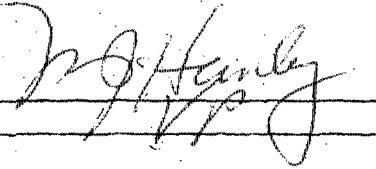
RENTAL PAYMENT DATE	RENTAL VALUE PERCENTAGE	STIPULATED LOSS VALUE
1	100.00	100.12
2	98.81	99.05
3	97.62	97.98
4	96.43	96.91
5	95.24	95.84
6	94.05	94.76
7	92.86	93.69
8	91.67	92.62
9	90.48	91.55
10	89.29	90.48
11	88.10	89.41
12	86.91	88.34
13	85.72	87.27
14	84.53	86.19
15	83.34	85.13
16	82.15	84.05
17	80.96	82.98
18	79.77	81.91
19	78.58	80.85
20	77.39	79.77
21	76.20	78.58
22	75.01	77.63
23	73.82	76.56
24	72.63	75.49
25	71.44	74.42
26	70.25	73.34
27	69.06	72.27
28	67.87	71.20
29	66.68	70.13
30	65.49	69.06
31	64.30	67.99
32	63.11	66.92
33	61.92	65.85
34	60.73	64.78
35	59.54	63.71
36	58.35	62.63
37	57.16	61.56
38	55.97	60.49
39	54.78	59.42
40	53.59	58.35

RENTAL PAYMENT DATE	RENTAL VALUE PERCENTAGE	STIPULATED LOSS VALUE
41	52.40	57.28
42	51.21	56.21
43	50.02	55.14
44	48.83	54.07
45	47.64	53.00
46	46.45	51.92
47	45.26	50.85
48	44.07	49.78
49	42.88	48.71
50	41.69	47.64
51	40.50	46.57
52	39.31	45.50
53	38.12	44.43
54	36.93	43.36
55	35.74	42.29
56	34.55	41.21
57	33.36	40.14
58	32.17	39.07
59	30.98	38.00
60	29.79	36.93
61	28.60	35.86
62	27.41	34.79
63	26.22	33.72
64	25.03	32.65
65	23.84	31.58
66	22.65	30.50
67	21.46	29.43
68	20.27	28.36
69	19.08	27.29
70	17.89	26.22
71	16.70	25.15
72	15.51	24.08
73	14.32	23.01
74	13.13	21.94
75	11.94	20.87
76	10.75	19.79
77	9.56	18.72
78	8.37	17.65
79	7.18	16.58
80	5.99	15.51
81	4.80	14.44
82	3.61	13.37
83	2.42	12.30
84	1.23	11.23

MANUFACTURERS HANOVER LEASING  
CORPORATION

BY:

Title:



DUKE POWER COMPANY

BY:



Title: Vice President

**SCHEDULE B**  
**DUKE POWER COMPANY**  
**SCHEDULE OF INSURANCE IN FORCE ON CONTRACTORS**  
**EQUIPMENT LEASED FROM MANUFACTURERS HANOVER LEASING CORP.**

**Symbol**  
**On Schedule B-1 PROPERTY INSURANCE**

**E**      Excess of Loss  
Subscription Policy - (March 1, 1975-76) Pol. #DPC-1  
James J. Harris & Company:  

Insurance Co. of North America	30%
Aetna Casualty & Surety Co.	30%
Home Insurance Company	<u>10%</u>
	70%

The Furman Company:  

St. Paul Fire & Marine Ins. Co.	10%
Federal Insurance Company	4%
Aetna Insurance Company	7%
U. S. Fidelity & Guaranty Co.	6%
Westchester Fire Ins. Company	<u>3%</u>
	<u>30%</u>
	100%

Limit of Liability            \$200,000,000  
Deductible                    500,000

**NML**      Nuclear Mutual Limited - Property Damage  
Oconee Station - Operational (April 1, 1975-76)  
Nuclear Mutual Limited Pol. #P75-016        100%

Limit of Liability            \$130,000,000  
Deductible                    1,000,000

Nuclear Mutual Limited - Property Damage  
McGuire Station - Builder's Risk (April 1, 1975-76)  
Nuclear Mutual Limited Pol. #B75-015        100%

Limit of Liability            \$130,000,000  
Deductible                    100,000

**X**      Contractors Equipment Floater - Fire & E.C. - V. & M.M.  
James J. Harris & Company (April 23, 1975-76)  
Westchester Fire Insurance Co. Pol. #IF-377390

Limit of Liability            \$ 2,832,360  
Deductible                    25,000

**LIABILITY INSURANCE**

Nuclear - NEL-PIA  
Oconee - Pol. # NEL-PIA NF-182 - (January 1, 1975-76)  
Pol. # MAELU MF-61

Limit of Liability            \$125,000,000

Symbol  
On Schedule

EXCESS LIABILITY

EEASCO Services - (Lloyd's of London)

Self-Insured for First	\$ 2,000,000
Limit of Liability over Self-	\$48,000,000
Insured (Including Automotive Equipment)	

A

AUTOMOTIVE EQUIPMENT

James J. Harris & Company

Commercial Union Insurance Company - (January 1, 1975-76)  
Fire and Theft and CAC Pol. #CX-9267-001

~~500,000~~ # 1,000,000

Limits of Liability - ~~\$500~~/~~\$1,000~~ B.I. - \$500,000 P.D.  
Total Value of Physical Damage - \$786,280

D. Blalock  
Vice President  
Duke Power Company

# MotORIZED Equipment

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>	<u>Symbol</u>
T-452	Army 6x6 W/Derrick	968A1913	Diamond T National <sup>1</sup>	7/13/69	Charlotte	4,200 X
T-497	25 Ton Truck Crane	3735C	Grove	10/20/69	Charlotte	40,125 X
T-877	8X4 W/Wire Puller	13671	Crane Carrier	1/27/70	Charlotte	76,325 X
T-1021	6X6 W/Aerial Bucket	Q20637	FWD-Hi-Ranger	12/9/68	Anderson	14,500 X
T-1826	Army 6X6 W/Derrick	969A2498	Diamond T National	1/2/69	Charlotte	7,700 X
T-2273	6X4 Truck Crane	39216	Schield-Bantam	2/4/70	Charlotte	20,850 X
T-2457	8x4 Truck Crane	34473	P & H	8/28/72	Charlotte	58,150 X
T-2536	4x4 Rough Terrain Crane	16F9-491	Link Belk	11/28/69	Charlotte	12,250 X
T-2544	Tower Crane Trlr Med	1-42968	Calavar	11/22/67	Charlotte	52,450 X
T-4195	8x4 Truck Crane	23654	Grove	4/30/74	Charlotte	83,800 X
T-4265	6x4 Road Tractor	R-6855T-50742	Mack	6/18/74	Charlotte	19,800 A
T-4345	4x2 W Crew Cab	CCE664V153827	Chevrolet	8/1/74	Charlotte	8,450 A
T-4355	4x4 Fuel Tanker	1067203A39619	International	8/13/74	Charlotte	9,400 A
T-4406	4x4 W/Utility Bed	14662DHA44505	International	10/30/74	Charlotte	10,700 A
T-4407	4x4 W/Utility Bed	14662DHA50211	International	10/11/74	Anderson	10,700 A
T-4408	4x4 W/Utility Bed	14662DHA50129	International	10/10/74	Hickory	10,700 A
T-4415	Army 6x6 W/Earth Auger	MSIM2780	International	9/3/74	Charlotte	35,650 X
T-4423	6x6 Truck Crane	E31244	FWD	1/20/74	Charlotte	56,800 X
T-4384	4x2 W/Crew Cab	10662-DHA-42755	International	8/23/74	Charlotte	8,480 A

## EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
T-2580	Army 6X6 W/Joint Machine M29736		Reo	11/29/68	Charlotte
T-2592	6X6 W/Aerial Bucket	Q20639	FWD-Hi-Ranger	3/14/69	Winston Salem
T-2594	6X6 W/Aerial Bucket	Q20638	FWD-Hi-Ranger	3/14/69	Charlotte
T-2599	6X6 W/Aerial Bucket	Q20640	FWD-Hi-Ranger	3/15/69	Charlotte
T-2625	6X4 Road Tractor	DRE64HC596825	Diamond Reo	10/19/72	Charlotte
T-2709	Army 6X6 W/Wire Tensioner	9680088	Diamond T	6/23/69	Charlotte
T-2712	Army 6X6 W/Wire Puller	9680984	Diamond T	6/23/69	Charlotte
T-2733	6X4 Road Tractor	723-476	White	7/22/69	Charlotte
T-2789	6X6 W/Derrick	DRB66DC582464	Diamond Reo National	10/20/69	Rock Hill
T-2831	Army 6X6 W/Derrick	969A2052	Diamond T-York	4/24/70	Charlotte
T-2962	6X4 Truck Crane	424-407	Schield Bantam	7/28/70	Charlotte
T-2969	8X4 Truck Crane	HCL38-66200	Link Belt	8/20/70	Charlotte
T-3441	4X4 Rough Terrain Crane	23G2543A	Link Belt	6/27/72	Charlotte
T-3442	8X4 W/Auger	84D68-1817	Champion Carrier Texoma	6/9/72	Charlotte
T-3598	8X4 Truck Crane	70T443	Link Belt	11/24/73	Charlotte
T-4023	4X2 W/Cargo Ned W/Utility Bed	N80FVT26530	Ford	2/4/74	Greensboro
T-4098	4X4 W/6 Man Cab	1462DHA38341	International	3/25/74	Yadkinville
T-4114	Army 6X6 Sideoader	634	International	3/1/74	Charlotte

DURE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
T-4424	6X5 W/Derrick	B10010	International	10/24/74	Charlotte
T-4436	4X4 W/Utility Bed	146620H50153	International	10/29/74	Greensboro
9-4385	Bus	T6H 4523A927	GMC	8/26/74	Greensboro
9-4386	Bus	T6H4523A928	GMC	8/19/74	Greensboro
9-4387	Bus	T6H4523A929	GMC	8/19/74	Greensboro
9-4388	Bus	T6H4523A930	GMC	8/19/74	Greensboro
9-4389	Bus	T6H4523A931	GMC	8/19/74	Greensboro
14-4390	Bus	T6H4523A932	GMC	8/20/74	Durham
14-4391	Bus	T6H4523A933	GMC	8/20/74	Durham
14-4392	Bus	T6H4523A934	GMC	8/20/74	Durham
14-4393	Bus	T6H4523A935	GMC	8/20/74	Durham
14-4394	Bus	T6H4523A936	GMC	8/20/74	Durham
60-4380	Bus	T6H4523A937	GMC	8/16/74	Spartanburg
60-4381	Bus	T6H4523A938	GMC	8/16/74	Spartanburg
60-4382	Bus	T6H4523A939	GMC	8/16/74	Spartanburg
C-4431	2 Ton Ford-Derrick	F75FVT28393	Ford	10/11/74	Catawba
16-4411	2 Ton Ford	F75FVU52508	Ford	10/11/74	Shelby
T-4357	2 Ton Ford	F61EVU60279	Ford	8/13/74	Great Falls

DUKE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date purchased</u>	<u>Current Location</u>
72-4336	2 Ton Ford	F60DVU62053	Ford	11/1/74	Lancaster

GS-4269	Tractor	DRE64HC605617	Diamond Reo	6/20/74	Burlington
11-4254	2 Ton	F75FVU27066	Ford	7/25/74	22,400 A
1-4249	2 Ton	F70EVU27068	Ford	6/6/74	Charlotte
21-4247	2 Ton	K70WVU10397	Ford	6/5/74	Salisbury
			Total	1,313,610	A

*Automobile Policy - 286,280*  
*Misc. Const. Equip. Policy - 1,027,330*  
*1,813,610*

## EQUIPMENT LIST

Tenuree Provided on Equipment

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Steam Prod.	Tractor	66A12653	Caterpillar	9/3/73	Belews Creek 127,625 E
Steam Prod.	Tractor	99A02816	Allis-Chalmers	7/2/73	Belews Creek 183,750 E
Steam Prod.	Forklift-10,000# Cap	67100610	Towmotor	5/22/74	Belews Creek 10,500 E
Steam Prod.	Forklift-30,000# Cap	71L342	Towmotor	6/7/74	Belews Creek 34,800 E
Steam Prod.	Forklift-18,000# Cap	14V154	Towmotor	3/6/74	Belews Creek 16,850 E
Steam Prod.	Forklift-3200# Cap	B-89042	Baker	1/11/73	Belews Creek 9,600 E
Steam Prod.	Mobile Crane	C320BD1236M	Bucyrus-Erie	7/12/74	Belews Creek 60,450 E
Steam Prod.	Locomotive - 80 Ton	38933	General Electric	6/73	Belews Creek 138,825 E
Steam Prod.	Locomotive - 80 Ton	38934	General Electric	6/73	Belews Creek 138,825 E
Steam prod.	#2 Tractor	66A4117	Catterpillar	3/3/66	Marshall 54,750 E
Steam Prod.	#3 Tractor	66A7659	Catterpillar	6/30/69	Marshall 66,425 E
Steam Prod.	Locomotive 101	35783	General Electric	4/12/66	Marshall 55,000 E
Steam Prod.	Locomotive 102	37608	General Electric	1/15/71	Marshall 127,100 E
Steam Prod.	Hydraulic Crane	C320AD1204	Hy-Dynamic	12/27/72	Marshall 44,050 E
Steam Prod.	Bulldozer	14763	Allis Chalmers	7/31/67	Lee 25,245 E
Steam Prod.	Bulldozer	66A11672	Catterpillar	9/29/72	Lee 111,965 E
Steam Prod.	Locomotice	30598	General Electric	1950	Lee 12,800 E

DURE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Steam Prod.	Bulldozer (D9G-2)	66A-4092	Caterpillar	3/14/66	Riverbend 54,750 E
Steam Prod.	Bulldozer (D9G-3)	66A-10280	Caterpillar	8/30/71	Riverbend 105,525 E
Steam Prod.	Locomotive (#11)	45Ton-32253	General Electric	3/19/55	Riverbend 26,050 E
Steam Prod.	Series 800 Truck-Mounted Crane	F-8F-FVT-49072	Ford	3/7/74	Riverbend 29,650 E
Steam Prod.	Hy-Dynamic Hyd Crane	C320ADI207	Bucyrus-Erie	1/4/73	Cliffside 44,050 E
Steam Prod.	Diesel Tractor	8419	Allis Chalmers	9/18/68	Cliffside 23,600 E
Steam Prod.	Fork Lift	P-203912	Eaton, Yale & Towne	7/11/72	Cliffside 10,800 E
Steam Prod.	Fork Lift	P-178305	Eaton, Yale & Towne	6/23/70	Cliffside 7,000 E
Steam Prod.	Locomotive	38470	General Electric	7/10/72	Cliffside 132,675 E
Steam Prod.	Caterpillar Tractor	66A12107	Caterpillar	1/12/73	Cliffside 127,625 E
Steam Prod.	Caterpillar Tractor	66A9815	Caterpillar	9/8/71	Cliffside 105,525 E
Steam Prod.	Diesel-Elec Locomotive	29889	General Electric	2/4/9	Dan River 10,150 E
Steam Prod.	Bulldozer	14931	Allis Chalmers	5/68	Dan River 30,250 E
Steam Prod.	Locomotive #100	35354	General Electric	2/2/65	Allen 52,500 E
Steam Prod.	Locomotive BBW90/90	2GE763	General Electric	9/10/56	Allen 28,700 E
Steam Prod.	Bulldozer	66A9991	Caterpillar	1/7/72	Allen 111,965 E
Steam Prod.	Bulldozer	66A7658	Caterpillar	6/30/69	Allen 66,425 E
Steam Prod.	Bulldozer	64A9583	Allis Chalmers	10/19/72	Allen 27,925 E

DUKE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Steam Prod.	Hy Dynamic Crane	1221	Bucyrus Erie	6/29/73	Allen 44,050 E
Steam Prod.	Hydraulic Crane	122SM	Bucyrus Erie	1/4/74	Buck 44,050 E
Steam Prod.	Locomotive	33694	General Electric	1953	Buck 20,750 E
Steam Prod.	Locomotive	30986	General Electric	1951	Buck 15,450 E
Steam Prod.	Tractor	66A3696	Caterpillar	4/15/66	Buck 54,750 E
Steam Prod.	Tractor & Accessories	3T-8597	Caterpillar	11/22/48	Buzzard Roost 4,000 E
Steam Prod.	Hydynamic Crane	G250CD25211	Hydynamic Company	11/1/71	Oconee 28,825 YM
Steam Prod.	Electric Truck	66640	Baker Mfg. Co.	2/21/72	Oconee 6,750 Y
Construction	Hydraulic Excavator	664088	Warren & Swassey	6/14/74	Catawba 58,675 X
Construction	Crawler Tractor	TD15C	International	5/24/74	Catawba 42,000 X
Construction	Trailer 12' X 65'	17157	Not Available	7/25/74	Catawba 10,530 X
Construction	Trailer 12' X 65'	17156	Not Available	7/25/74	Catawba 10,530 X
Construction	Trailer 12' X 65'	17155	Not Available	8/5/74	Catawba 10,530 X
Construction	Trailer 12' X 65'	17154	Not Available	7/25/74	Catawba 10,530 X
Construction	Trailer 12' X 65'	17153	Not Available	7/25/74	Catawba 10,530 X
Construction	Trailer 12' X 65'	17151	Not Available	7/25/74	Catawba 10,530 X
Construction	Locomotive	DP-116	General Electric	6/2/74	Catawba 109,800 X

## DUKE POWER COMPANY

## EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Metal Bldg 50'x102'8" C-01	Armclo Steel		7/19/74	Catawba 18,250 X
Construction	Metal Bldg 120'x194'8" C-01	Armclo Steel		7/17/74	Catawba 37,100 X
Construction	Tractor-Loader-Backhoe C-400652	Ford Motor Company			
Construction	Trailer 12'x65'	17155	Not Available	8/5/74	Catawba 10,530 X
Construction	Air Conditioner	F193979	Carrier	5/28/72	McGuire 10,980 N/M
Construction	Passenger Elevator	DP-02	Mayco Hoist & Champion Mfg	6/30/68	McGuire 29,400 "
Construction	Passenger Elevator	DP-03	Mayco Hoist & Champion Mfg	6/30/68	McGuire 13,100 "
Construction	Passenger Elevator	DP-04	Patent Scaffolding	6/23/71	Bellevue Creek 39,050 E
Construction	Passenger Elevator	DP-05	Patent Scaffolding	6/27/72	Storage Yard 20,300 X
Construction	Heat Pump	J-015	Carrier	10/1/69	Jocassee 17,500 E
Construction	Heat Pumps (2)	9036	General Electric	11/16/70	Bellevue Creek 11,250 E
Construction	Metal Bldg 28'x80'	04015	Reece Construction Co.	2/25/70	Oconee 11,900 N/M
Construction	Metal Bldg 40'x82'8" C-01	Armclo Steel		6/3/74	Catawba 8,700 X
Construction	Metal Bldg 50'x82'8" Mc-01	Armclo Steel		4/73	McGuire 11,200 N/M
Construction	Metal Bldg 50'x86'8" Mc-01	Armclo Steel		4/73	McGuire 13,600 "
Construction	Metal Bldg 64'x120' J-015	Armclo Steel		9/30/69	Jocassee 11,100 E
Construction	Metal Bldg 60'x122'S" Mc-01	Armclo Steel		3/16/72	McGuire 12,300 N/M

## DUKE POWER COMPANY

## EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Metal Bldg 70'x170'x120' Mc-01		Armco Steel	1/2/73	McGuire 49,000 M <sup>2</sup>
Construction	Metal Bldg 80'x74'8" 0-1-2		Armco Steel	4/17/67	Oconee 14,500 "
Construction	Metal Bldg 80'x93'8" BC-01		Armco Steel	7/21/70	Bellevs Creek 12,000 E
Construction	Metal Bldg 96'x33'8" BC-01		Armco Steel	8/14/70	Bellevs Creek 12,600 E
Construction	Metal Bldg 96'x194'8" 0-2		Armco Steel	3/4/71	Oconee 23,500 M <sup>2</sup>
Construction	Metal Bldg 100'x193'8" Mc-01		Armco Steel	6/2/71	McGuire 14,100 "
Construction	Metal Bldg 100'x145'4" Mc 1-2		Armco Steel	5/31/71	McGuire 25,200 "
Construction	Metal Bldg 100'x194'8" BC-01		Armco Steel	7/22/70	Bellevs Creek 24,500 E
Construction	Metal Bldg 100'x194'8" C-01		Armco Steel	6/3/74	Catawba 33,200 X
Construction	Metal Bldg 120'x146'8" Mc-02		Armco Steel	3/16/72	McGuire 21,800 M <sup>2</sup>
Construction	Metal Bldg 120'x146'8" Mc-1-2		Armco Steel	5/31/71	McGuire 21,800 "
Construction	Metal Bldg 120'x150'8" Mc-01		Armco Steel	3/72	McGuire 26,300 "
Construction	Metal Bldg 120'x302'8" Mc-01		Armco Steel	3/72	McGuire 53,000 "
Construction	Scaffolding-Personnel Stair Tower DP-01		Patent Scaffolding	9/30/68	Oconee 10,300 "
Construction	Shoring for Reactor Building Floor DP-02		Patent Scaffolding	11/30/68	Oconee 84,500 "
Construction	Shoring for T G Support DP-03		Patent Scaffolding	1/31/69	Oconee 104,100 "
Construction	Scaffolding DP-04		Sky Climber, Inc.	5/31/69	Oconee 203,000 "
Construction	Scaffolding DP-08		Patent Scaffolding	2/1/72	Bellevs Creek 114,800 E

DUKE PAKER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Scaffolding	DP-09	Patent Scaffolding	3/2/72	McGuire 213,800 NYC
Construction	Scaffolding	DP-19	Patient Scaffolding	4/1/74	McGuire 12,750 "
Construction	Sewage Treatment Sys	DP-04	Aer-O Flo	8/11/71	McGuire 10,700 "
Construction	Sewage Treatment Sys	DP-05	Aer-O Flo	7/25/71	McGuire 9,450 4
Construction	Computer	1131-11436	IBM Corp.	8/31/69	Ocone 63,800 "
Construction	Bins & Shelving	DP-02	Hallowell Div-Standard Pressed Steel	11/9/73	McGuire 58,900 "
Construction	Shelving	DP-03	Lyon Metal Products	12/27/73	McGuire 12,500 "
Construction	Stress Relieving Unit	18027	Electric Arc, Inc.	1/31/70	Ocone 23,550 "
Construction	Pipe Bender	1:5214	Wallace Supplies	4/12/73	McGuire 62,500 "
Construction	Pipe Bender	1:5235	Wallace Supplies	11/28/72	McGuire 14,400 "
Construction	Bending Machine	1,5215	Wallace Supplies	4/11/73	McGuire 70,100 "
Construction	Radial Drill	M50-R-38546	Barer-Meuser	9/30/67	Ocone 8,400 "
Construction	Radial Drill	M50-R-42533	Barer-Meuser	11/4/71	McGuire 9,900 "
Construction	Ironworker	135A2737721F	Mubea	11/2/72	McGuire 9,825 "
Construction	Lathe	1W615M-7	Cincinnati Lathe & Tool	6/30/63	Belews Creek 5,900 E
Construction	Lathe	1W65P-004	Cincinnati Lathe & Tool	12/31/67	Ocone 8,100 N/M
Construction	Lathe	550365Y-009	Cincinnati Lathe & Tool	10/14/71	McGuire 18,900 "
Construction	Pipe Milling Machine	Q30-690	Fein Mfg.	12/17/73	McGuire 13,000 "
Construction	Milling Machine	149066	Greaves	4/4/72	Ocone 14,300 "

DURE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Pipe Expanding Machine	Dp-01	Arrowsmith Tool & Mfg.	1/31/69	Oconee 6,000 N/M
Construction	Planer	12650	Newman Machine Co.	9/25/70	Belews Creek 24,900 E
Construction	Planer	12651	Newman Machine Co.	6/25/71	McGuire 26,200 N/M
Construction	Planer - Lumber	7269034002	Newman Machine Co.	9/30/69	Catawba 24,750 X
Construction	Kodak Processor	5637	Kodak Corp.	10/27/72	McGuire 13,000 N/M
Construction	Kodak Processor	5636	Kodak Corp.	5/10/73	Oconee 13,000 "
Construction	Testing Machine	67113	Forney's Inc.	12/31/67	Oconee 15,900 "
Construction	Concrete Test Machine	71101	Forney's Inc.	8/10/71	McGuire 13,100 "
Construction	Transformer 2000 KVA	2-52592	Kuhlman Corp.	10/31/72	McGuire 11,200 "
Construction	Vacuum Reclam System	V730314 V730315	Vacu-Blast Corp.	4/25/73	McGuire 20,900 "
Construction	Well Point System	12476	Moretrench Amer. Corp.	8/21/73	Storage Yard 70,100 X
Construction	Well Point System	GX08946	Moretrench Amer. Corp.	7/1/72	McGuire 27,600 N/M
Construction	Concrete Pump	565	H. D. Whiteman	10/31/69	Belews Creek 7,500 E
Construction	Concrete Pump	1256	H. D. Whiteman	3/20/72	McGuire 7,200 N/M
Construction	Concrete Conveyor	1640,1632	Patent Scaffolding	3/7/72	McGuire 35,950 "
Construction	Condensate Pump	70-21682	Ingersoll-Rand	11/3/70	Oconee 22,600 "
Construction	High Pressure Pump	479	Tritan	4/9/73	McGuire 11,200 "
Construction	Cunite Machine	48131,48205	Airplaco	12/10/70	Jocassee 14,200 E

DURE POWER COMPANY  
EQUIPMENT LIST

Company ID	Description	Serial No.	Manufacturer	Date Purchased	Current Location
Construction	Air Compressor Portable I.R.	37165	Ingersoll Rand	2/28/66	Belews Creek 9,500 E
Construction	Air Compressor Portable I.R.	39177	Ingersoll Rand	2/28/66	Belews Creek 9,500 "
Construction	Air Compressor Portable I.R.	600AR443608-N	Ingersoll Rand	7/31/67	McGuire 10,500 NM
Construction	Air Compressor Portable I.R.	45300M	Ingersoll Rand	12/31/67	Jocassee 10,500 "
Construction	Air Compressor Stationary I.R.	46551-M	Ingersoll Rand	3/31/68	McGuire 11,750 NM
Construction	Air Compressor Stationary, I.R.	46552-M	Ingersoll Rand	3/31/68	Jocassee 11,750 "
Construction	Air Compressor Portable, I.R.	47190M	Ingersoll Rand	12/31/67	Belews Creek 10,500 "
Construction	Air Compressor Portable I.R.	47192M	Ingersoll Rand	12/31/67	McGuire 10,500 NM
Construction	Air Compressor Portable I.R.	600AR-55100M	Ingersoll Rand	5/31/69	Jocassee 13,250 E
Construction	Air Compressor Portable I.R.	600AR-55101M	Ingersoll Rand	5/31/69	Jocassee 13,250 W
Construction	Air Compressor Stationary I.R.	A600VC61544	Ingersoll Rand	9/28/70	Belews Creek 9,550 "
Construction	Air Compressor Stationary I.R.	A600VC61545	Ingersoll Rand	9/28/70	Belews Creek 9,550 "
Construction	Air Compressor Stationary I.R.	A600WC61546	Ingersoll Rand	9/28/70	Belews Creek 9,550 "
Construction	Air Compressor Portable I.R.	52903M	Ingersoll Rand	1/31/69	Oconee 22,500 NM
Construction	Air Compressor Portable I.R.	55025-N	Ingersoll Rand	5/31/69	Catawba 22,500 X NM
Construction	Air Compressor Portable I.R.	58614-N	Ingersoll Rand	1/29/70	McGuire 25,000 NM
Construction	Air Compressor Portable I.R.	63653	Ingersoll Rand	6/27/71	McGuire 27,250 NM

DUKE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Air Compressor Portable I.R.	63825	Ingersoll Rand	6/2/71	McGuire 27,250 N.M.L
Construction	Air Compressor Portable I.R.	65117	Ingersoll Rand	11/16/71	Catawba 27,250 X
Construction	Air Compressor Portable I.R.	65934	Ingersoll Rand	2/3/72	McGuire 23,000 N.M.L
Construction	Air Compressor Portable C.P.	6VA-42852	Chicago Pneumatic	1/28/70	McGuire 17,000
Construction	Air Compressor Stationary I.R.	900EL57377	Ingersoll Rand	2/2/70	Oconee 20,125
Construction	Air Compressor Portable C.P.	83451RC3	Chicago Pneumatic	1/28/70	McGuire 11,500
Construction	Air Compressor Stationary I.R.	JH-5543	Ingersoll Rand	6/29/72	Oconee 41,050
Construction	Air Compressor Stationary I.R.	JH-5544	Ingersoll Rand	1/29/73	McGuire 17,675
Construction	Hydraulic Backhoe-P&H	E-31596	P & H	6/23/71	McGuire 23,000
Construction	Hydraulic Crane	10722	BLH Austin-Western	1/11/71	Storage Yard 26,375
Construction	Hydraulic Crane	25058	Hy-Dynamic Co.	6/24/67	Catawba 22,075 X
Construction	Hydraulic Crane	25068	Hy-Dynamic Co.	8/1/67	McGuire 22,075 N.M.L
Construction	Hydraulic Crane	C250AD25155	Hy-Dynamic Co.	3/28/69	Jocassee 24,825 E
Construction	Hydraulic Crane	C250CD25212	Hy-Dynamic Co.	8/25/71	McGuire 28,825 N.M.L
Construction	Hydraulic Crane	CD25006	Hy-Dynamic Co.	4/23/71	McGuire 28,825
Construction	Hydraulic Crane, truck	T300/32377	P & H	6/13/70	Bellevs Creek 66,700 E

## DUKE POWER COMPANY

## EQUIPMENT LIST

Company ID	Description	Serial No.	Manufacturer	Date Purchased	Current Location
Construction	Hydraulic Crane - Rough Terrain	47184	Warner & Swasey	10/26/71	Belews Creek 39,475 E
Construction	Hydraulic Crane - Rough Terrain	07-3A-3174	Pettibone-Mulliken	3/20/70	Belews Creek 36,175 "
Construction	Crawler Crane	121299	Bucyrus Erie	3/31/60	Belews Creek 21,250 "
Construction	Crawler Crane	17650	American	7/26/74	Catawba 116,400 X
Construction	Hydraulic Crane - Rough Terrain	76-2A-1635	Pettibone	2/21/67	McGuire 22,650 NYL
Construction	Hydraulic Crane - Rough Terrain	3395	Pettibone	8/26/71	Belews Creek 37,925 E
Construction	Crane-Truck	27-6E-4270	Pettibone	6/20/72	McGuire 116,000 NYL
Construction	Hydraulic Crane - Rough Terrain	N966A2808	Pettibone	11/19/69	Belews Creek 24,575 E
Construction	Pedestal Crane	137-7-49	Pettibone	10/15/73	McGuire 41,800 NYL
Construction	Crane - Truck	28068	Manitowoc Engr	8/31/62	Belews Creek 40,800 E
Construction	Crane - Truck	29192	Manitowoc Engr	12/31/66	Belews Creek 78,195 "
Construction	Crane - Truck	29216	Manitowoc Engr	8/30/67	Jocassee 105,600 NYL
Construction	Crane - Truck	29217	Manitowoc Engr	8/15/67	McGuire 105,600 NYL
Construction	Crane - Truck	29275	Manitowoc Engr	4/28/69	Oconee 108,500 "
Construction	Hydraulic Crane - Rough Terrain	E32618	Harnischfeger Co.	5/26/70	Belews Creek 43,800 E
Construction	Crane - Truck	39923	Manitowoc Engr	12/12/66	Belews Creek 166,600 NYL
Construction	Crane - Crawler	4011	Manitowoc Engr	4/30/60	McGuire 138,900 NYL
Construction	Crane - Crawler	4012	Manitowoc Engr	8/31/60	Belews Creek 138,900 E

DUKE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Crane - Crawler	4109	Manitowoc Engr	1/29/70	Jocassee
Construction	Crane - Truck	4334	Groove Mfg. Co.	11/20/69	Catawba
Construction	Crane - Crawler	GS-14938	American	3/5/71	Belews Creek
Construction	Crane - Crawler	40178	Manitowoc Engr	12/3/67	Oconee
Construction	Crane - Crawler	40180	Manitowoc Engr	12/31/67	McGuire
Construction	Crane-Crawler (lift)	41184	Manitowoc Engr	5/23/73	McGuire
Construction	Crane - Crawler	46197	Manitowoc Engr	1/8/71	Belows Creek
Construction	Crane - Crawler	40307	Manitowoc Engr.	6/27/72	McGuire
Construction	Crane - Crawler	3579-8	Lima	6/27/72	McGuire
Construction	Crane - Crawler	40191	Manitowoc Engr	5/31/68	McGuire
Construction	Crane - Crawler	1030	Richier Weitz	9/30/67	McGuire
Construction	Crane - Tower	1046	Richier Weitz	8/31/69	McGuire
Construction	Crane - Tower	22348	Manitowoc Engr	3/18/69	McGuire
Construction	Crane - Motor	29300	Manitowoc Engr	2/10/72	McGuire
Construction	Crane-Overhead Travel.	6090	Kranco	3/3/72	McGuire
Construction	Crane - Tower	1R0962-22	Liebherr-America	11/5/71	McGuire
Construction	Crane - Truck	E-29609	Harnisfeger Co.	12/31/67	McGuire
Construction	Crane - Truck	E-29610	Harnisfeger Co.	12/31/67	McGuire

DUKE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Crane - Truck	18HA187	Link Belt	2/28/68	Oconee
Construction	Crane - Truck	18HA232	Link Belt	2/28/69	Jocassee
Construction	Crane - Motor	32212	Harnisfeger Co.	8/14/72	McGuire
Construction	Crane - Motor	18HA290	Link Belt	1/2/72	McGuire
Construction	Crane - Truck	C-13730	Koehring Company	2/28/68	Belews Creek
Construction	Crane - Truck	C-13905	Koehring Company	5/31/68	McGuire
Construction	Crane - Truck	GS-13976	American Hoist & Derrick	10/11/71	Belews Creek
Construction	Drill - Core	39460473	Acker Drill Co.	4/26/73	Jocassee
Construction	Drill-Cone (Diamond)	30150570	Acker Drill Co.	12/1/71	Jocassee
Construction	Drill-Core (Diamond)	42310269	Acker Drill Co.	6/30/69	Jocassee
Construction	Drill-Core (Diamond)	622367	Mobile	1/9/73	Jocassee
Construction	Earth Auger Drill	44460573	Acker Drill Co.	6/4/73	Jocassee
Construction	Earth Auger Drill	44470773	Acker Drill Co.	7/19/73	Jocassee
Construction	Drill - Track (Air)	5055	Gardner-Denver	10/31/66	Jocassee
Construction	Drill - Track (Air)	34609	Ingersoll Rand & Gardner Denver	1/31/69	McGuire
Construction	Drill - Track (Air)	34606	Ingersoll Rand & Gardner Denver	1/31/69	McGuire
Construction	Gradall	NPI48690	CM & Chrysler	10/19/72	McGuire
Construction	Motor Grader	89H-705	Galion Iron Works	5/11/71	McGuire

DURE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Electric Hoist	1184	Manitowoc	12/6/71	Belews Creek 59,500 E
Construction	Electric Hoist	26713	Clyde Iron Works	9/30/52	Belews Creek 3,875
Construction	Electric Hoist	85993	American Electric	1/31/57	Belews Creek 5,380
Construction	Fork Lift	18213	Silent Hoist	7/31/69	Oconee 7,725 N
Construction	Fork Lift	62L733	Caterpillar	2/22/74	McGuire 9,325
Construction	Fork Lift Truck	67L441	Caterpillar	12/16/71	McGuire 11,800
Construction	Fork Lift Truck	18326	Silent Hoist	1/31/70	McGuire 10,725
Construction	Fork Lift	87M690	Caterpillar	4/24/73	Belews Creek 11,150-E
Construction	Fork Lift	68L387	Caterpillar	5/3/73	Storage Yard 12,875 X
Construction	Fork Lift Truck	810-9515	Taylor	9/1/71	McGuire 13,025 N
Construction	Fork Lift	18N242	Caterpillar	5/25/73	Belews Creek 13,350 E
Construction	Front End Loader	41U405	Caterpillar	4/23/74	Belews Creek 41,175
Construction	Front End Loader	61H1410	Caterpillar	12/31/67	Catawba 13,900 X
Construction	Loader - Front End	526	Allis Chalmers	7/12/72	McGuire 19,875
Construction	Loader - Front End	34U27967	Allis Chalmers	10/19/72	Belews Creek 12,700 E
Construction	Locomotive	DP-114	General Electric	1/31/60	McGuire 5,800 NM
Construction	Locomotive	DP-115	General Electric	5/15/74	McGuire 103,600
Construction	Pile Driver	63Q108	McKiernan-Terry Corp.	2/28/63	McGuire 6,750

DUKE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
Construction	Pile Hammer	520-743BG	Link Belt Speeder	8/31/67	Belews Creek 12,800 E
Construction	Tamper - RR	111437	Jackson Vibrators	7/31/67	Belows Creek 17,200 NML
Construction	Tractor	78A528	Caterpillar	6/30/63	Oconee 9,200 NML
Construction	Tractor	833779	Caterpillar	6/30/69	Belews Creek 18,600 E
Construction	Tractor	85J1496	Caterpillar	3/31/69	Jocassee 21,100 NML
Construction	Tractor	85J5157	Caterpillar	4/24/72	McGuire 29,500 NML
Construction	Tractor	10K6837	Caterpillar	5/23/72	McGuire 42,000 NML
Construction	Tractor	10K9216	Caterpillar	10/16/73	Jocassee 51,500 E
Construction	Tractor	1DLEP13786	Allis Chalmers	5/20/70	Belews Creek 24,800 NML
Construction	Tractor	12893	Allis Chalmers	12/31/67	Jocassee 21,800 X
Construction	Tractor	12903	Allis Chalmers	12/31/67	Catawba 21,800 X
Construction	Tractor	13791	Allis Chalmers	4/30/69	Jocassee 23,300 E
Construction	Tractor	1400652	Ford Tractor Div.	7/26/74	Catawba 17,575 X
Construction	Tractor-Loader-Backhoe	21377	Hy-Dynamic	8/12/70	Belows Creek 11,750 E
Construction	Tractor-Loader-Backhoe	C243493	Ford Tractor Div.	8/31/69	Jocassee 5,550 NML
Construction	Tractor-Loader-Backhoe	25371	International	2/25/70	Belows Creek 4,875 NML
Construction	Tractor-Loader-Backhoe	298627	Ford Tractor Div.	8/4/71	McGuire 6,350 NML
Construction	Tractor-Loader-Backhoe	C298629	Ford Tractor Div.	5/3/71	McGuire 6,350 NML

DUKE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
instruction	Tractor-Payloader	03090	Frank G.Hough Co.	5/31/66	Belwes Creek
instruction	Tractor-Payloader	03243	Frank G. Hough Co.	5/31/66	Oconee
instruction	Tractor - Shovel	9BG421	Michigan	6/23/71	McGuire
instruction	Traxcavator	85J3291	Caterpillar	6/8/61	Oconee
instruction	Tractor - Crawler	10K7391	Caterpillar	1/23/73	Jocassee
instruction	Trencher	302644	Cleveland	11/30/65	Belews Creek
-1	W/Blade W/Winch				8,825
-1	Crawler Tractor	83422415	Allis Chalmers	6/8/70	Charlotte
-2	W/Blade W/Winch	10K9339	Caterpillar	10/26/73	Charlotte
-4	W/Blade W/Winch	10K6142	Caterpillar	3/15/70	Charlotte
-5	W/Blade W/Winch	8352373	Caterpillar	3/18/74	Charlotte
-6	W/Blade W/Winch	10K5963	Caterpillar	11/9/71	Charlotte
-7	Crawler Tractor	1833	International	1/31/74	Charlotte
-8	W/Blade W/Winch	161923	John Deere	12/29/72	Charlotte
-10	W/Blade W/Winch	82J00687	Caterpillar	8/6/68	Charlotte
-12	Motor Grader	CC-03669	Galion	11/29/69	Charlotte
-13	W/Blade W/Winch	99J492	Caterpillar	1/8/70	Charlotte
-16	Crawler Tractor	99J492	Caterpillar	10/14/69	Charlotte
-17	W/Blade W/Winch	83J992	Caterpillar		28,750
-19	W/Blade W/Winch	83J1798	Caterpillar	6-2-72	Greenville
-20	Crawler Tractor	U001526	International	1/22/73	Charlotte
					14,000

DUKE POWER COMPANY  
EQUIPMENT LIST

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
BD-55	W/Bucker W/Winch Crawler	6111	International	9/28/72	Charlotte
D-56	W/Blade W/Winch Crawler	10K3522	Caterpillar	7/7/74	25,550
D-58	W/Blade W/Winch Crawler Tractor	739	International	2/3/72	Charlotte
D-59	W/Backhoe W/Loader Bucket Wheel Tractor	8698157	Case	5/9/72	Charlotte
D-60	Pneumatractor W/Blade W/Backhoe	318244	Schramm	5/12/72	Charlotte
D-61	W/Blade W/Winch Crawler Tractor	96J1761	Caterpillar	5/24/72	Charlotte
D-62	W/Drifter W/Backhoe Pneumatractor	318242	Schramm	6/28/72	Charlotte
D-64	W/Blade W/Winch Crawler Tractor	93N1153	Caterpillar	11/27/72	Charlotte
D-65	W/Loader Fork W/ Roto Boom Crawler Tractor	141036	John Deere	1/12/73	Charlotte
D-66	W/Backhoe W/Blade Bucket Wheel Tractor	869440	Case	5/25/73	Charlotte
D-67	Crawler Backhoe W/Backhoe W.Loader Bucket	6200108	Case	5/25/73	Charlotte
D-68	Wheeler Tractor W/Loader Fords W/Roto Boom	8685921	Case	8/10/73	Charlotte
D-69	Crawler Tractor	158440	John Deere	10/11/73	Charlotte
					15,800

DUKE POWER COMPANY  
EQUIPMENT LIST

Page 17

<u>Company ID</u>	<u>Description</u>	<u>Serial No.</u>	<u>Manufacturer</u>	<u>Date Purchased</u>	<u>Current Location</u>
BD-22	Crawler Tractor W/Blade W/Winch	84H559	Caterpillar	4/1/68	Charlotte 22,300 ✓
BD-23	Crawler Tractor W/Blade W/Winch	1549	International	2/16/73	Charlotte 14,000 ✓
BD-24	Crawler Tractor W/Blade W/Winch	99J1182	Caterpillar	3/23/70	Charlotte 28,750 ✓
BD-25	Crawler Tractor W/Blade W/Winch	99J1152	Caterpillar	6/9/73	Charlotte 33,175 ✓
BD-27	Crawler Tractor W/Blade W/Bachhoe	5305	International	10/7/74	Greensboro 20,800 ✗
BD-29	Crawler Tractor W/Blade W/Winch	99J1551	Caterpillar	6/19/73	Charlotte 33,175 ✓
BD-31	Crawler Tractor W/Blade W/Bachhoe	092416T	John Deere	4/18/69	Greenville 8,250 ✓
BD-32	Crawler Tractor W/Blade W/Winch	1636	International	9/27/73	Charlotte 12,450 ✓
BD-33	Crawler Tractor W/Blade W/Winch	29P5359	Allis Chalmers	4/17/72	Charlotte 23,625 ✓
BD-35	Wheel Tractor W/Backhoe W/Loader Bucket	9111432	Case	11/19/73	Charlotte 13,500 ✓
BD-36	Crawler Backhoe	733	International	12/4/73	Charlotte 20,575 ✓
BD-38	Crawler Tractor W/Blade W/Winch	83JS46	Caterpillar	9/26/69	Charlotte 14,600 ✓
BD-39	Crawler Tractor W/Blade W/Winch	48A13640	Caterpillar	4/10/70	Charlotte 35,100 ✓
BD-40	Wheel Tractor	9111754	Case	1/24/74	Charlotte 13,500 ✓
BD-41	Crawler Tractor W/Blade W/Winches	48A13639	Caterpillar	4/10/70	Charlotte 35,100 ✓
BD-42	Crawler Tractor W/Blade W/Winch	9001	Allis Chalmers	1/22/70	Charlotte 21,250 ✓
BD-47	Crawler Tractor W/Blade W/Winch	10K3992	Caterpillar	6/24/70	Charlotte 37,000 ✓
BD-52	Crawler Tractor W/Blade W/Winch	595	International	4/23/71	Charlotte 12,025 ✓
		Total		12,880.840	